

The Library of Congress'

EARLY STATE RECORDS PROJECT

converted from the original microfilm held by the
Vincent C. Immel Law Library, Saint Louis University

through the generous support of a grant from the

Council on Library and Information Resources

This document contains handwritten text that may be partially illegible due to age, penmanship, or deterioration of the medium. LLMC has scanned the material in the same format and page order in which it is maintained in the source document taken from the collection "Records of the States of the United States of America, a microfilm compilation."

Alexander Moore's Exors. vs. Ann Savage's Exors.

Meas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four.

It is remembered that heretofore to wit. at a Term of the late Supreme Court holden at Natchez in and for the Territory aforesaid, on the Second Monday in April in the year of Our Lord One thousand eight hundred and One. Samuel Phillip Moore and James Moore, Executors of the last Will and Testament of Alexander Moore deceased, by Abner S. Duncan their Attorney, brought in to the said Supreme Court in and for the Territory aforesaid, their Bill against Isaac Gaillard, William Bonner and Mary his wife, Executors of the last Will and Testament of Ann Savage deceased, in and for the Sheriff of Adams County, in the Territory aforesaid of a plea of trespass on the Case. And there are pleas of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit. Mississippi Territory of the United States vs. Supreme Court April Term 1801. Isaac Gaillard William Bonner and Mary his wife Executors of the last Will and Testament of Ann Savage deceased were summoned to answer Samuel Phillip Moore and James Moore Executors of the last Will and Testament of Alexander Moore deceased, of a plea of trespass on the Case, for that whereas the said Ann Savage in her life time to wit, on the Twenty seventh day of February in the year of Our Lord One thousand Seven hundred and ninety at Natchez to wit in the County of Adams and Mississippi Territory of the United States aforesaid, made her certain note in writing, commonly called a promissory note, with her proper hand thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered the said note to the said Alexander Moore in the life time of the said Alexander by which said note the said Ann Savage in her life time "promised to pay to the said Alexander or to his Order the sum of One hundred and Eighty dollars, on the twentieth of next March twelve months after the date of said note in the Town of New Orleans, for value received, By reason whereof the said Ann Savage in her life time became liable to the said Alexander in his life time the said sum of money contained in said note, according to the tenor and effect of said note, and being so liable the said Ann Savage in her life time afterwards to wit, on the same day and year last mentioned at Natchez to wit in the County and Territory aforesaid in consideration thereof undertook and then and there faithfully promised the said Alexander in his life time to pay him the said sum of money contained in said note, according to the tenor and effect of said note. And whereas also the said Ann Savage in her life time afterwards to wit on the tenth day of March in the year of Our Lord One thousand Seven hundred and ninety, at Natchez to wit in the County and Territory aforesaid, made her certain other note or letter of Assumpsit in writing, with her proper hand thereto subscribed, bearing date the day and year last mentioned, and then and there delivered the said instrument of writing, commonly called a letter of Assumpsit to the said Alexander Moore in his life time, by which said note or letter of Assumpsit the said

in her life time. Assumed the payment of One hundred and fifty
 large, for W. Lusk to the said Alexander Moore in his life time, to be paid
 twentieth of next March, twelve months after the date of said note
 last mentioned, provided he the said W. Lusk does not discharge it before that
 time, and the said Samuel P. Moore and James Moore Executors afore-
 said that the said W. Lusk did not pay the said One hundred and
 one dollars aforesaid, before the time stipulated in said note or letter
 at any time since that period, but the said Samuel P. Moore and James
 Moore Executors aforesaid, and that the terms of said note or letter were
 satisfactory, and that the said Alexander Moore in his life time received
 the same in payment of the demand he had against the said W. Lusk
 passed the same to his credit. By reason whereof the said Ann Savage in her life
 time, became liable to pay to the said Alexander Moore in his life time the said
 sum of money mentioned in the said last mentioned note or letter of
 Assumpsit. According to the tenor and effect thereof. And being un-
 like the said Ann Savage in her life time in consideration thereof after
 wards to wit on the same day and year last aforesaid, at Natchez
 in the County and Territory aforesaid, undertook and then and there
 faithfully promised the said Alexander Moore in his life time to pay
 him the said sum of money mentioned in said last mentioned note or
 letter of Assumpsit. According to the tenor and effect thereof. Nevertheless
 the said Ann Savage in her life time, and the said Isaac Gailyard William
 Conner and Mary his wife after the death of the said Ann not regarding
 the several promises and undertakings aforesaid in form aforesaid made
 the aforesaid sums of money or any part thereof to the aforesaid Alexander
 Moore in his life time, or to the said Samuel P. Moore and James Moore
 after the death of the said Alexander have not yet paid, neither hath either
 of them yet paid the same, altho to pay the same the aforesaid Ann in
 her life time, by the said Alexander in his life time often times and the
 said Isaac Gailyard William Conner and Mary his wife, after the death
 of her the said Ann, by the said Samuel and James were required, but
 to pay the same to them or either of them they have hitherto altogether
 refused, and to pay the same to the said Samuel and James, the said
 Isaac Gailyard, William Conner and Mary his wife do refuse, to
 the damage of the said Samuel and James dollars and therefore
 they bring suit &c. And the said Defendants come and defend the same,
 and in answer thereto by James Williams their Attorney, and say that the said Ann
 Savage deceased in her life time, did not promise and assume to pay the said
 sum of money in manner and form as by the said Plaintiff has decla-
 ration mentioned, nor have the said Executors of the said Ann Savage deceased
 promised and assumed since the death of the said Ann to pay the said
 sum of money in manner and form as by the Plaintiff in his declara-
 tion alleged, and of all this for that they put themselves upon the Country.

Afterwards to wit by virtue of an Act of the General Assembly of the Territory aforesaid
 in such Case made and provided this Cause was transferred into the Superior Court
 of Laws held at Natchez in and for the District of Adams on the third Monday
 in June in the year of Our Lord One thousand Eight hundred and two which
 Cause was then and there legally continued.

Afterwards to wit at a Superior Court of Laws held at Natchez in and for the dis-
 trict of Adams on the third Monday in November in the year of Our
 Lord One thousand Eight hundred and two this Cause was further continued.

Afterwards to wit at a Superior Court of Laws held at Natchez in and for the dis-
 trict of Adams on the third Monday in June in the year of Our Lord One thousand
 Eight hundred and three this Cause was further continued.

Afterwards to wit at a Superior Court of Laws held at Natchez in and for the
 district of Adams, on the third Monday in November in the year of Our Lord
 One thousand Eight hundred and three, this Cause was further continued.

Afterwards it is Commanded that the Sheriff of Adams County in the district
 of Adams and Territory aforesaid do summon thirty free good and lawful men of his

County, and the Sheriff of Wilkinson County in the District of Adams and Territory, aforesaid do summon ten good and lawful men of his County according to the directions of the Act of the Tennessee Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law holden at Natchez in and for the District of Adams on the first Monday day in February in the year of Our Lord One thousand and eight hundred and forty seven and so forth who wither and so forth, to recognize and so forth. Because on the same day, the same day, is given to the parties aforesaid then and so forth, to which day before the Judges of the Territory aforesaid at the Court aforesaid then and there hee. Came as well the said Samuel P. Moore and James Moore Executors as aforesaid as the said. Isaac Gailyard William Loomer and Mary his wife Executors as aforesaid by their Attorneys aforesaid; and the Jurors of which mention is above made being called certain of them came to wit. Charles Surget, Philip Hooper, John Lano, William James Dunbar, William Cochran, Adam Benjamin, Gabriel Swayze, Elisha Eastes, Abner Buckham, William Hurin, David Lewis and Richard Lepi one who being empannelled chosen tried and sworn to speak the truth concerning the matter within contained say upon their Oaths that the said Ann Sawyer in her life time did promise and apoken in manner and form as the said Samuel Moore and James Moore have above thereof complained against her. And they assest the damages of the said Samuel Moore and James Moore Executors aforesaid by occasion of the premises. Besides their Costs and Charges by them about their Suits in that behalf expended, to Six hundred and thirty eight dollars; Therefore it is considered by the Court here that the said Samuel P. Moore and James Moore Executors aforesaid do recover against the said Isaac Gailyard William Loomer and Mary his wife Executors as aforesaid the said Sum of Six hundred and thirty eight dollars the damages aforesaid by the Jurors aforesaid in form aforesaid assessed. And also nine dollars and thirty six Cents for their said Costs and Charges by them about their Suits in that behalf expended by the said Court now here assessed to the said Samuel P. Moore and James Moore Executors as aforesaid with their Appear, which said damages Costs and Charges amount in the whole to Six hundred and forty seven dollars and thirty six Cents and the said Isaac Gailyard William Loomer and Mary his wife Executors aforesaid in Mone and so forth.

John Sibley for the use of David Ferguson vs John Willis Executors.

Pleas before the Honorable Peter Bryan Quinn and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand and eight hundred and forty seven.

Re it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand and eight hundred and thirty John Sibley by James Dunlop his Attorney brought into the Court aforesaid his bill against William C. Claiborne and David Herr Executors, and Aemath Willis Executors of the last will and Testament of John Willis deceased in Custody &c. of a plea of debt and there are pledges of procution to wit John Doe and Richard Roe which said bill follows in these words to wit. Mississippi Territory Adams District Superior Court June Term 1803. William C. Claiborne and David Herr Executors, and Aemath Willis Executors of the last will and Testament of John Willis late of Adams County in said District deceased are summoned to Answer John Sibley of a plea that they render to him the Sum of Two thousand dollars lawful money of the United States which they unjustly claim from the said Sibley for this that whereas the said John Willis in his life time to wit on the thirteenth day of June in the year of Our Lord One thousand and eight hundred and One at Fayetteville to wit in the County and District aforesaid, by his certain writing Obligatory Sealed with the Seal of the said John Willis, and to the said Superior Court now here shewn the date whereof is the same day and year acknowledged himself to be held and firmly bound to the said Sibley in the Sum of One thousand dollars parcel of the said Two thousand dollars, to be paid to the said Sibley when thereto afterwards he should be required. And whereas also the said John Willis in his life time to wit the said thirteenth day of June in the same year, in the County and District aforesaid by his

certain other writing obligatory Sealed with the Seal of the said John Miller the same Court now here shown, the date where of is the same day, and he acknowledges himself to be held and firmly bound to the said John Sibley other sum of one thousand dollars lawful money of the United States due of the aforesaid Two thousand dollars to be paid likewise to the said John Sibley, when thereto afterwards he should be required. Now that the said John Miller in his life time, and the said Claiborne and Kerr and Acenth Willis, after the death of said Miller the said sum of Two thousand dollars at the often required have not in truth either of them paid to the said John Sibley, but have hitherto altogether denied, and the said Claiborne and Kerr and Acenth Willis, do yet refuse to pay him the same, and unjustly detain the same, to the damage of the said John Sibley, two hundred dollars and therefore he brings Suit &c. And the said Execution by Abner L. Duncan his Attorney, comes and defends the wrong and injury &c. and says that the writing obligatory mentioned in the Plaintiffs declaration is not the deed of the said John Miller, and of this for trial the said Acenth Willis incurring as aforesaid puts herself upon the Country. And the Plaintiffs doth the like.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of our Lord one thousand eight hundred and three, this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three this Cause was legally continued.

Afterwards it is commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the Act of the General Assembly of the Territory aforesaid to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law holden at Natchez in and for the District of Adams on the first day in February in the year of our Lord one thousand eight hundred and four by whom and so forth, whom and so forth, because as well and so forth to recognize and so forth the same day is given to the parties aforesaid three and so forth, at which day Court before the Judges of the Territory aforesaid at the Court aforesaid then and there held, came as well the said John Sibley as the said Claiborne Kerr and Acenth Willis by their Attorneys aforesaid. And the names of which mention is above made being called certain of them came to wit, Charles Surges, Philip Hoggatt, David Hillman, James Dunbar, William Cochran Adams, Pringam, Gabriel Swayze, Eliza Easter, Abner Buckham, William Lewis, David Lewis and Richard Lepions, who being empanelled chosen tried and sworn to speak the truth on the matters within contained say upon their oaths that the within mentioned men lawful writings obligatory is the deed of the within mentioned John Miller, as the within John Sibley have before declared against him, and they find due to the said John Sibley the said sum of two thousand dollars and the said debt in the said Declaration mentioned to be discharged and released on the payment of eleven hundred and four dollars and twenty cents, besides his costs and charges by him about his suit in that behalf expended. Therefore it is considered by the Court here that the said John Sibley do recover against the said William B. Claiborne David Kerr Acenth Willis incurring as aforesaid the said sum of eleven hundred and four dollars and twenty cents by the sum aforesaid in from aforesaid from and also fifteen dollars for his said costs and charges by him about his suit in that behalf expended, by the said Court now here as just goes to the said John Sibley with his Agent which said debt damages costs and charges amount in the whole to eleven hundred and nineteen dollars and twenty cents. And the said William B. Claiborne David Kerr Acenth Willis and Acenth Willis incur as aforesaid in mercy &c.

Pleas before the Honorable Peter Bryan Quinn and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law holden at Starchey in and for the District of Adams on the first Monday in February in the year of Our Lord one thousand eight hundred and four,

Well remembered that heretofore to wit at a Superior Court of Law held at Starchey in and for the District of Adams on the third Monday in June in the year of Our Lord one thousand eight hundred and three Henry Turner by Edward James Complainant of Robert Moore in Custody &c. of a plea of trespass on the Case, and there are pleas of process howsoever John Doo and Richard Moo which said bill of exchange in these words to wit, Mississippi Territory Adams District Court, June Term 1803. Henry Turner Complainant of Robert Moore in Custody &c. of a plea of trespass on the Case, for that whereas the said Robert on the twenty eighth day of April in the year 1803. wrote at Starchey in the District aforesaid according to the usage and custom of merchants made his certain Bill of Exchange subscribed with his own hand, bearing date the same day and year aforesaid, and directed the said bill of Exchange to John Abijah Hunt, by which said bill of Exchange the said Robert requested the said Abijah to pay the said Henry by the name of M^r Henry Turner upon demand Two hundred and ninety five dollars twenty five cents and afterwards wrote on the tenth day of May 1803. at Starchey aforesaid in the District aforesaid the said Henry gave notice to the said Abijah of the said bill of Exchange, and then and there requested him to accept the same, and pay the money therein contained to the said Henry, according to the usage and custom of merchants aforesaid, and according to the tenor of the same bill, but the said Abijah Hunt then and there refused to accept the said bill of Exchange, or pay the money therein contained, and thereupon the said Henry afterwards wrote on the same day and year last aforesaid, to wit at Starchey aforesaid, duly caused the said bill to be protested, according to the said custom of merchants and of the Statute in that case made and provided, and the said Henry afterwards wrote on the day and year last mentioned gave notice thereof to the said Robert to wit at Starchey aforesaid in the District aforesaid, by reason of which premises and by force of the said custom of merchants, and of the Statute in that case made and provided the said Robert became and is liable to pay to the said Henry the said sum of money contained in said bill, according to the tenor of the same. And the said Robert being so liable afterwards wrote on the same day and year last mentioned at Starchey aforesaid in the District aforesaid in consideration of the premises undertook and then and there faithfully promised that he the said Robert would well and lawfully content and pay the said Henry the said sum of money contained in said bill of Exchange when he should be thereto requested. Now this the said Robert altho often requested the said sum of money to the said Henry hath not paid, but the same to pay hitherto hath and still doth refuse to the damage of the said Henry one thousand dollars, and therefore he brings suit &c. And the said Robert by his Attorney Seth Lewis comes and defends the force and injury when &c. and says that the said Henry ought not to have or maintain his action aforesaid against him, because he saith that he did not assume upon himself in manner and form as the said Henry in his declaration above hath alleged against him, and of this he puts himself upon the Country. And the Plaintiff doth the like.

Afterwards to wit at a Superior Court of Law held at Starchey in and for the District of Adams on the third Monday in June in the year of Our Lord one thousand eight hundred and three this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Starchey in and for the District of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and three this Cause was legally continued.

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Starchey in and for the District of Adams on the first Monday in February in the year of Our Lord one thousand eight hundred and four by whom and for the whom this and so forth, to recognize and so forth. Because as

178
was and so forth. The same day is given to the parties aforesaid and so forth. At which day before the Judges of the Territory aforesaid and before aforesaid them and then held came as well the said Henry Turner the said Robert Moore by their Attorneys aforesaid and the Jurors mentioned as above made being called for all of them came to the Jurors to Philip Haggatt, David Heman, James Dunbar, William Beck, Angamam Gabriel Swaine, Elisha Easter, Abner Buckham, William Hart and Jephons and John Bullin, who being impannelled chosen true and to speak the truth upon the matters within contained say upon their oath that the said Robert Moore did promise and undertake in manner and form as the said Henry Turner within hath complained against him and they assess the damages of the said Henry Turner on occasion of the premises, besides his Costs and charges by him about his suit in that behalf expended to two hundred and ninety five dollars and seventy five Cents. Therefore it is considered by the Court here that the said Henry Turner do recover against the said Robert Moore the said two hundred and ninety five dollars and seventy five Cents his damages aforesaid by the Jurors aforesaid in form aforesaid assessed and also Seventeen dollars and Eighteen Cents for his said Costs and charges by him expended in and about prosecuting his said suit in this behalf expended by the said Court now here assigned to the said Henry Turner with his assent, which said damages Costs and charges amount in the whole to three hundred and twelve dollars and ninety three Cents. and the said Robert in mercy &c.

Luc Baker vs Thomas Austin

Pleas before the Honorable Peter Bryan Bruin and Thomas Madley Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord one thousand eight hundred and four.

Be it remembered that heretofore at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord one thousand eight hundred and three Luc Baker by Lyman Harding his Attorney brought into the Court aforesaid his bill against Thomas Austin in custody of the Sheriff of Adams County in the district aforesaid, of a plea of trespass on the Case. And there are filed with of process with John Lee and Richard Lee which said bill follows in these words to wit. Adams District S. Superior Court of Law June Term 1803. Luc Baker Complain of Thomas Austin in Custody &c. of a plea of Trespass on the Case. For that whereas the said Thomas Austin on the first day of November in the year of Our Lord one thousand eight hundred and two at Philadelphia to wit in the District of Adams aforesaid, made his certain Note in writing, commonly called a promissory Note, with his proper hand thereto subscribed bearing date on the day and year last mentioned, and then and there delivered said Note to One Nelson Hunt, by which said Note the said Thomas Austin promised to pay to the order of the said Nelson Hunt, six months after the date of said Note, without defalcation the sum of one hundred and eighty nine dollars Seventy Six Cents, for value received and the said Nelson Hunt doth now or to do here Order the payment of the said sum of money contained in the said Note, was to be made, after making of the said Note and before the payment of the said sum of money

contained in the said note or of any part thereof, and also before the time appointed by the said note for the payment thereof, to wit on the day and year last mentioned at Philadelphia aforesaid, to wit in the district aforesaid, indorsed the said note his own proper hand writing being thereto subscribed, by which that indorsement the said Milton County appointed the contents of said note to be paid to the said Loo Baker or Order, and he there delivered the said note so indorsed to the said Loo Baker, of which said indorsement so made as aforesaid, the said Thomas Justice afterwards to wit on the first day of May in the year of Our Lord one thousand eight hundred and three at the District aforesaid had notice, by means whereof and by force of the Statute in such case made and provided, the said Thomas Justice he came liable to pay to the said Loo Baker the said sum of money contained in said note. According to the tenor and effect of said note and of said indorsement thereon made as aforesaid. And being so liable the said Thomas Justice, in consideration thereof afterwards to wit on the day and year last aforesaid in the district aforesaid, took upon himself and then and there faithfully promised the said Loo Baker to pay him the said sum of money contained in said note, according to the tenor and effect of said note, and indorsement made thereon as aforesaid. Nevertheless the said Thomas Justice his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid Loo Baker has not yet paid or at the topay the same the said Thomas Justice, the said Loo Baker hath been often requested, but to pay the same to him the said Thomas Justice hath hitherto altogether refused and still doth refuse to pay the same to the said Loo Baker to his plain pay two thousand seven hundred dollars and thereupon he brings suit &c.

And the said Thomas Justice by Samuel S. Mahon and James Wallace his Attornies Comes and defends the wrong and injury when &c. and says that he did not promise and affirm in manner and form as the Plaintiff hath in his declaration alleged against him, and hereof he trusts himself upon the Country. And the Plaintiff doth the like.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord one thousand eight hundred and three this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and three this Cause was legally continued.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of Our Lord one thousand eight hundred and thirty came as well the said Loo Baker as the said Thomas Justice by their said Attornies. And the said Thomas Justice relinquishing the plea by him above pleaded, says that he cannot deny the action of the said Loo Baker, nor but that he did promise and undertake in manner and form as the said Loo Baker, within in his declaration hath complained against him, nor but that the said Loo Baker hath sustained damages by reason of the non performance of the promise and undertaking aforesaid, besides his costs and charges by him about his suit in that behalf expended, to one hundred and eighty five dollars and ninety four Cents. Therefore it is considered by the Court here that the said Loo Baker do recover against the said Thomas Justice the said sum of One hundred and eighty five dollars and ninety four Cents, the damages aforesaid in form aforesaid Confessed, and also sixteen dollars, and thirty one Cents for his said Costs and Charges by him expended in and about prosecuting his said suit in this behalf by the said Court now here adjudged to the said Loo Baker with his Appear. Which said damages Costs and Charges amount in the whole to two hundred and two dollars and twenty five Cents. And the said Thomas Justice in mercy and so for the —

Executors of William Vausdon, vs David Ferguson,

Pleas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of Our Lord one thousand eight hundred and four.

Be it remembered that here tofore to wit at a Superior Court of Law held at Statchey in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and two George Fitzgerald William McCormick and David Kerr Executors of the last Will and Testament of William Vousden deceased by David Kerr their Attorney brought into the Court a Bill and their Bill is David Ferguson in Custody of the Sheriff of Adams County in the district of a plea of Trespass on the Case. And there are pledges of process John Lee and Richard Lee which said Bill follows in these words to wit: Adams district Superior Court November Term 1802. George Fitzgerald William McCormick and David Kerr Executors of the last Will and Testament of William Vousden deceased. Complain of David Ferguson &c. of a plea of Trespass on the Case. For that whereas the said David Ferguson and William Woolley on the 9th day of April 1800 at Statchey in the district aforesaid made their certain note in writing commonly called a promissory note. Subscribed with their hand writing bearing date the day and year aforesaid. and then and there delivered the said note to the said William Vousden in his life time. and thereby promised by the name of Ferguson and Woolley, on or before the second day of April 1801. to pay the said William by the name of William Vousden Esquire, or Order one thousand and eighty dollars for value received by the said Ferguson and Woolley, by reason whereof and by force of that Statute in such Case made and provided, the said David became liable to pay to the said William in his life time the said sum of money contained in said Note. and being so liable the said David in consideration thereof afterwards to wit on the day and year aforesaid at Statchey aforesaid faithfully promised the said William Vousden to pay him the said sum of money contained in said Note. according to the tenor and effect of the said Note. Nevertheless the said David Ferguson not regarding his promise aforesaid hath not paid the said sum of money to the said William Vousden during his life time or since his death to the said George Fitzgerald William McCormick and David Kerr or either of them Executors of the said William though often requested by them so to do. to the damage of the said Executors two thousand dollars and thereupon they brought and the aforesaid George Fitzgerald William McCormick and David Kerr bring here into Court the will of the said William. admitted to probate in the County Court of Adams County whereby it sufficiently appears that they are Executors of the will aforesaid. And the said David Ferguson by Lyman Harding his Attorney comes and defends the wrong and injury when he. and saith that he did not assume and promise in manner and form as the said George Fitzgerald William McCormick and David Kerr in their declaration have alleged and of this he puts himself upon the Country. And the aforesaid George Fitzgerald William McCormick and David Kerr by their Attorney David Kerr do the like.

Afterwards to wit at a Superior Court of Law held at Statchey in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and two this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Statchey in and for the district of Adams on the third Monday in June in the year of our Lord one thousand eight hundred and three this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Statchey in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three this Cause was further continued.

Afterwards it is commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do summon thirty two good and lawful men of his County. And the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County according to the directions of the Act of the General Assembly in such Case made and provided: to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Statchey in and for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four. By whom and so forth. who neither and so forth. to recognize and so forth because do well and so forth. The same time is given to the parties aforesaid there and so forth. At which day to wit before the Judges of the Territory aforesaid at the Court aforesaid then and there to hold.

came up with the said George Fitzgerald William McCormick and David Herr as the said David Ferguson on by their Attorneys aforesaid. And the jurors of which number is above named being called certain of them came forth. Charles Sargent, Philip Hoegate, David Hill and James Dunbar William Cochran, Adam Augaman, Gabriel Wapye, Elisha East, Abner Bickham, William Brown, Richard Lepions, and Moses Elborn, who being impannelled chosen, tried and sworn to speak the truth concerning the matters within contained, say upon their Oaths that the said David Ferguson did promise and undertake in manner and form as the said George Fitzgerald, William McCormick and David Herr Executors aforesaid have above complained against him, and they as the damages of the said George Fitzgerald, William McCormick and David Herr, on occasion of the premises, besides their costs and charges by them about this suit in that behalf expended to twelve hundred and thirty three dollars and sixty Cents. Therefore it is considered by the Court here that the said George Fitzgerald, William McCormick and David Herr, do recover against the said David Ferguson the said twelve hundred and sixty three dollars and sixty Cents the damages aforesaid in form aforesaid Appraised by the Jurors aforesaid. And also four ten dollars and twenty two Cents for his said costs and charges by them expended in and about prosecuting this said suit in that behalf by the said Court now here as judges to the said George Fitzgerald, William McCormick and David Herr with their costs and charges said damages costs and charges amount in the whole to twelve hundred and thirty eight dollars and thirty two Cents. And the said David Ferguson in Mercy and for the

Hamilton & Samuel Seton vs. Ebenezer Rees,

Now before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and for the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and three. Hamilton Seton and Samuel Seton by James Dunlap their Attorney, brought into the Court aforesaid, their Bill against Ebenezer Rees in Custody of the Sheriff of Adams County in the District of Adams of a plea of trespass on the Case. And there are folios of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit. Adams District ss. June Term 1803. Hamilton Seton and Samuel Seton Complain of Ebenezer Rees of said District, and pray that he may be taken into Custody to answer them of a plea of trespass on the Case &c. And whereupon the said Hamilton Seton and Samuel Seton complain that whereas On the first day of July in the year of Our Lord 1803. at Natchez in the District aforesaid the said Ebenezer was indebted to them in the sum of two hundred and fifty one dollars and thirty two Cents money of the United States, for divers goods wares and merchandises before that time sold and delivered by the said Hamilton Seton and Samuel Seton to the said Ebenezer Rees. And at his special instance and request and being so indebted the said Ebenezer afterwards to wit the same day and year at the District aforesaid in consideration thereof undertook and then and there faithfully promised the said Hamilton Seton and Samuel Seton to pay them the said sum of two hundred and fifty one dollars and thirty one Cents, when thereto afterwards he should be required, And whereas also the said Ebenezer Rees afterwards to wit the same day and year at the County aforesaid, in consideration that the said Hamilton Seton and Samuel Seton had before that time sold and delivered to the said Ebenezer at his special instance and request divers other goods wares and merchandises undertook and then and there faithfully promised to pay him so much money as the said last mentioned goods wares and merchandises were reasonably worth at the time of the sale and delivery thereof as aforesaid. And the said Hamilton Seton and Samuel Seton in fact say that said last mentioned goods wares and merchandises at the time of the sale and delivery thereof were reasonably worth other two hundred and fifty one dollars like money of the United States, of which said Ebenezer Rees has notice. Nevertheless the said Ebenezer Rees not regarding his aforesaid several

promises and assumptions not hath not paid to the said Hamilton and Samuel Seton the said several sums of money though often requested the said Seton to them to pay the said Ebenezer hath refused and still done to the damage of said Hamilton Seton and Samuel Seton four hundred and therefore he brings suit. &c. And the said Ebenezer Rice by his Attorney comes and defends the wrong and injury which he says that he never did promise and assume upon himself in manner and form as is complained against him, and of this for trial puts himself upon the country, and the Plaintiffs doth the like.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in June in the year of Our Lord one thousand eight hundred and three this cause was continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and three this cause was continued.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the day, and year first aforesaid, came the said Hamilton Seton and Samuel Seton, and also Ebenezer Rice by their Attorneys aforesaid. And the said Ebenezer Rice relinquishing the plea by him above pleaded, says, that he cannot deny the Action of the said Hamilton Seton and Samuel Seton, nor that he did promise and undertake in manner and form as the said Hamilton Seton and Samuel Seton have above in their declaration complained against him. Nor that that he owes to the said Hamilton Seton and Samuel Seton, the said sum of Two hundred and fifty one dollars and thirty one cents, in manner and form as they the said Hamilton Seton and Samuel Seton have complained against him, besides their costs and charges by them about their suit in that behalf expended. Therefore it is considered by the Court here, that the said Hamilton Seton and Samuel Seton do recover against the said Ebenezer Rice, the said sum of Two hundred and fifty one dollars, and thirty one cents, for his damages which he hath sustained by reason of the non performance of the several promises and undertakings aforesaid, in form aforesaid Complied. And also seven teen dollars and forty cents for their costs and charges by them expended in and about prosecuting their suit in this behalf by the said Court now here adjudged to the said Hamilton Seton and Samuel Seton with their Appear, which said damages costs and charges amount in the whole to Two hundred and sixty eight dollars and twenty one cents. And the said Ebenezer Rice in mercy &c.

Rachael Bepette vs John Hammack

Pleas before the Honorable Peter Bryan (Jr) and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord one thousand eight hundred and four. Port remembered that herefore to wit at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in June in the year of Our Lord one thousand eight hundred and three, Rachael Bepette Widow and Administratrix of Thomas Bepette deceased, by Abner Duncan her Attorney brought into the Court aforesaid her bill against John Hammack in Custody of the Sheriff of Adams County in the District of Adams of a plea of trespass on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit. Mississippi Territory Adams District of Superior Court of Law held at Natchez 1803. Rachael Bepette widow and Administratrix of all and singular the goods and chattels, rights and credits of Thomas Bepette her late husband who died intestate Complainant of John Hammack in Custody &c. of a plea of Trespass on the Case for that whereas the said Rachael Bepette as Administratrix in form aforesaid, on the twenty first day of January, in the year of Our Lord one thousand eight hundred and three, at the County of Adams in the District of Adams aforesaid, was possessed of a certain Mottato boy

Slave for life, commonly called or known by the name of Perry, about thirteen years of age as her own proper goods goods and chattels, and being so possessed thereof the said Rachael Bepitt, afterwards court on the same day and year aforesaid, in the County and District aforesaid. Casually lost the said Motatto boy Slave for life as aforesaid out of her hands and possession, which said Motatto boy Slave for life as aforesaid, afterwards to wit on the same day and year aforesaid, at the County and in the District aforesaid, came into the hands and possession of the said John Hammack who found the same, yet the said John Hammack will knowing the said Motatto boy Slave for life as aforesaid to be the property of the said Rachael Bepitt, and of right to belong and appertain to her as Administration in form aforesaid, but contriving and fraudulently, using craftily and subtilty to deceive and defraud the said Rachael Bepitt as Administration in form aforesaid in this particular, has not yet delivered the said Motatto boy Slave for life as aforesaid to the said Rachael Bepitt, altho often requested so to do, but the said John Hammack afterwards court on the same day and year aforesaid, at the County and in the District aforesaid, converted and disposed of the said Motatto boy Slave for life as aforesaid to his own proper use to the damage of the said Rachael Bepitt, Administration as aforesaid, Five hundred dollars, & therefore she brings suit &c. And she brings her into Court the titles of Administration, which testify to the Court her Commission of the Administration aforesaid to the said Rachael Bepitt, in form aforesaid. And the said John Hammack his Attorney comes and defends the force and injury whereof, and says that he is not guilty in manner and form as the said Rachael hath in her declaration thereof complained against him, and hereof he puts himself upon the Country. And the Plaintiff doth the like.

Afterwards court at a Superior Court of Law held at Katchy in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand and Eight hundred and three this Cause was legally continued.

Afterwards court at a Superior Court of Law held at Katchy in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand and Eight hundred and three this Cause was legally continued.

Afterwards court it is Comanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County, And the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of his County according to the directions of the Act of the General Assembly in such case made and provided, to be and appear before the Judges of the Territory aforesaid at the Court aforesaid to wit at a Superior Court of Law to be holden at Katchy in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand and Eight hundred and four. By whom and so forth, who neither and so forth, to recognize and so forth. Because as well and so forth. The same time is given to the parties aforesaid there and so forth. At which day to wit before the Judges of the Territory aforesaid at the Court aforesaid then and there held, came as well the said Rachael Bepitt Administration as aforesaid as the said John Hammack by their Attornies aforesaid. And the jurors of which mention is above made being called, certain of them came to wit, Philip Hoggate, David Hutton, William Cochran, Gabriel Swayer, James Dunbar, Elsha Eastis, Abner Richman, William Kiviv, Richard Jefferson, William Smith, John H. White, and Ezekiel Dewitt who being impanelled chosen tried and sworn to speak the truth upon the matters within contained, say upon their Oaths, that the said Rachael Bepitt Administration aforesaid, at the time mentioned in her said declaration was possessed of the said Motatto boy Slave for life as aforesaid as of her proper goods and chattels, and that the said John Hammack is guilty of the force and conversion in manner and form as alleged in the said declaration of the said Rachael Bepitt, and the assents the damages of the said Rachael Bepitt, by reason thereof, besides her costs and charges by her about her suit in that behalf expended to three hundred and sixty dollars. Therefore it is considered by the Court here that the said Rachael Bepitt do recover against the said John Hammack the said three hundred and sixty dollars for his damages aforesaid in form aforesaid assessed by the Jurors aforesaid, and also twenty five dollars and thirty four cents for his said costs and charges by him expended in and about prosecuting her said suit in this behalf by the said Court now here as judge with her assent. And the said John Hammack in mercy,

Samuel Neill vs Peter A. Vandorn.

Plas before the Honorable Peter Bryan Brown and Thomas E. Judges in and over the Mississippi Territory at a Superior Court held at Natchez in and for the District of Adams. On the 1st day of February in the year of Our Lord One thousand Eight hundred and thirty three.

Be it remembered that heretofore to wit, at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and thirty three Samuel Neill by his Attorney brought into the Court aforesaid his bill against Peter A. Vandorn in custody of the Sheriff of Adams County in the District of Adams of a plea of debt and there are pleas of prosecution to wit John Doe and Richard Roe. which said Bill follows in these words to wit. Mississippi Territory Adams District for November Term 1833. Samuel Neill complains of Peter A. Vandorn of Natchez in the District aforesaid, and prays that he may be taken into custody to answer said Samuel Neill a plea that he render to him the sum of five thousand three hundred and fifty dollars and thirty two Cents, money of the United States, which to the said Samuel Neill he owes and unjustly obtains &c. and whereupon the said Samuel Neill by his Attorney complains that whereas on the sixteenth day of November in the year of Our Lord One thousand Eight hundred and thirty three at Natchez aforesaid in said district, the said Peter A. Vandorn, made his certain Specialty or note in writing with his proper hand subscribed and his Seal thereto Affixed, bearing date the said day and year, and then and there delivered the same to the said Samuel Neill by which same note the said Peter A. Vandorn promised and thereby became liable to pay to the said Samuel Neill the sum of four thousand one hundred and eighty nine dollars and sixteen Cents, part of the aforesaid Five thousand three hundred and fifty dollars and thirty two Cents to be paid to the said Samuel Neill three months after the date of the same instrument of writing, and whereas also the said Peter A. Vandorn afterwards to wit on the same day and year at Natchez in the District aforesaid, made his certain other Specialty or note in writing with his proper hand subscribed and his Seal thereto Affixed, bearing date the same day and year, and then and there delivered the same to the said Samuel Neill, by which same Specialty or note the said Peter A. Vandorn promised and thereby became liable to pay to the said Samuel Neill, the sum of Eleven hundred and sixty one dollar and sixteen Cents money of the United States, part of said Five thousand three hundred and fifty dollars and thirty two Cents to be paid to the said Samuel Neill six months after the date of the said last mentioned instrument of writing. Nevertheless the said Peter A. Vandorn tho often required hath not paid the said Samuel Neill the aforesaid sum of five thousand three hundred and fifty dollars and thirty two Cents, but the same to him to pay hath refused and doth refuse, to the damage of the said Samuel Neill Two hundred dollars and thereupon he brings Suit &c. And he here into Court doth bring, the several Specialties or Notes above mentioned sealed with the seals of the said Peter A. Vandorn which testify the debt aforesaid in form aforesaid, the dates whereof are the days and years above written. Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and thirty three this Cause was legally continued.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the day and year first above written Samuel Neill by his Attorney aforesaid and the said Peter A. Vandorn in his proper person, and the said Peter A. Vandorn says that he cannot deny the actions of him the said Samuel Neill, nor but that the said several writings obligatory on the said Samuel Neill declaration mentioned are his due, nor but that he owes to the said Samuel Neill the said sum of Five thousand three hundred and fifty dollars and thirty two Cents the debt in declaration aforesaid mentioned, to be discharged by the payment of Five thousand three hundred and fifty dollars and thirty two Cents, with all legal interest due on said Specialties from the time they are due and payable until execution shall issue for the same. Therefore it is

considered by the Court here that the said Samuel shall do recover against the said Peter A. Vandorn, the said sum of four thousand and three hundred and fifty dollars and thirty two Cents, with legal interest as aforesaid in form aforesaid Confirmed, and also fifteen dollars and thirty five Cents for his costs and charges by him about his suit in that behalf expended; by the said Court now here adjudged to the said Samuel Skill, with his appt. and the said Peter A. Vandorn in mercy and so forth.

Samuel Skill vs Peter A Vandorn

Pleas before the Honorable Peter Bryan Bruin and ~~Thomas~~ Rodney Esquires, Judges in and over the Mississippi Territory, at a Superior Court of Law Continued and held at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord One thousand Eight hundred and four.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord one thousand and Eight hundred and three, Samuel Skill by James Durr of the Sheriff of Adams County in the district of Adams of a plea of Debt and there are pledges of prosecution to wit John Doe and Richard Roe which said plea follows in these words to wit. Mississippi Territory Adams district. 6. November Term 1803 Samuel Skill complains of Peter A Vandorn of Natchez in the district aforesaid and prays that he may be taken into custody to answer him of a plea that he render to the said Samuel the sum of four thousand and one hundred and Eighty nine dollars and thirteen Cents money of the United States which to the said Samuel he owes and unjustly detains &c. And whereupon the said Samuel by Edmund his Attorney complains that whereas on the seventeenth day of November in the Year of our Lord One thousand and Eight hundred and two, at Natchez in the district aforesaid, the said Peter Vandorn made his certain note in writing with his proper hand thereto subscribed, and his Seal thereto affixed, and then and there delivered the same to the said Samuel, by which said note or Specialty the said Peter Vandorn promised to pay the said Samuel Skill, nine months after date of said note under Seal the sum of four thousand and one hundred and Eighty nine dollars, and thirteen Cents money of the United States. By reason whereof the said Peter Vandorn, became liable to pay to the said Samuel the said sum of money in the said note mentioned. But due to the tenor and effect thereof yet the said Peter Vandorn the often required after the expiration of the said nine months mentioned in the said note to hath not paid the said Samuel the sum of four thousand and one hundred and Eighty nine dollars, and thirteen Cents, according to the tenor of the aforesaid note, but the same to the said Samuel to pay hath refused and still doth refuse, to the damage of the said Samuel four hundred dollars and therefore he brings Suit &c. and he here into Court doth bring the writing aforesaid, sealed with the seal of the said Peter Vandorn, which testifies the debt aforesaid in form aforesaid, the date where of is the day and year above written.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in November in the year of our Lord One thousand and Eight hundred and three this Cause was legally continued.

And now at this day to wit, at a Superior Court of Law held at Natchez in and for the district of Adams, on the day and year first above written, came the said Samuel Skill by his Attorney aforesaid, and the said Peter A Vandorn in his proper person, and says that he cannot deny the action of the said Samuel Skill, nor but that the note under seal with the declaration of the said Samuel mentioned is his act and deed, nor but that he owes to the said Samuel Skill the said Debt of four thousand and one hundred and Eighty nine dollars and thirteen Cents, to be discharged by the payment of two thousand and Eight hundred and forty seven dollars, and twenty nine Cents, with interest from the time the Specialty became due until incurrence shall here besides his costs and charges by him about his suit in that behalf expended. Therefore it is con-

is considered by the Court here that the said Samuel shall do
 the said Peter Vandorn the said sum of Two thousand Eight
 hundred and twenty nine cents in form aforesaid and on
 the interest as aforesaid. And also fifteen dollars and thirty four cents
 for his said costs and charges, by him about his duty in that behalf
 by the said Court now here adjudged to the said Samuel with his
 agents. which said debt, costs and charges amount in the whole to
 two thousand Eight hundred and sixty two dollars and sixty four cents
 and the said Peter Vandorne, in money and to forth

Abner Green vs Samuel Hutchins.

Pleas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Justices
 in and over the Mississippi Territory, at a Superior Court of Law held at
 Chicago in and for the district of Adams. On the first Monday in February
 in the year of our Lord One thousand eight hundred and four.

Be it remembered that heretofore to wit at a Superior Court of Law held at
 in and for the district of Adams, on the third Monday in June in the year of
 our Lord One thousand eight hundred and three Abner Green by Edward
 Duncan his Attorney brought into the Court aforesaid his bill against Samuel
 Hutchins in custody of the Sheriff of Adams County in the district of Adams
 a plea of Respondeo Quia Ejectus and there are pleadings of prosecution to wit
 Lee and Richard Roe which said bill follows in these words to wit, Mississippi
 Territory, Adams District to wit. Superior Court of Law June Term 1803. Abner
 Green Comptains of Samuel Hutchins in custody &c. of a plea. For that whereas
 Anthony Hutchins on the seventh day of June in the year of our
 Lord One thousand eight hundred and three, in the County of Adams and dis-
 trict aforesaid, had demised granted and to farm let unto the said Abner
 Green, one Messuage and Tenement, containing One thousand Acres of Land
 English Measure, Situate lying, and being in the County and District aforesaid
 on the waters of Second Creek, bounded on the north by Land of the said
 my Hutchins on the South by Land of Nathaniel Hutchinson, said One thousand
 Acres of Land lying in the form of a Square, the lines there of running with the
 Cardinal points, being the whole of the Tract of One thousand Acres of
 Land, known and designated on the map of West Florida, drawn by Elias
 Dumford, Surveyor of West Florida under the British Government by number
 Eighty Eight, with its appurtenances, to have and to hold the said messuage
 and Tenement, with the appurtenances aforesaid to the said Abner Green
 and his assigns, from the said seventh day of June in the year aforesaid
 until the full end and Term of sixteen years, then next ensuing, and fully
 to be completed and ended, by virtue of which said Demise the said Abner
 Green, entered into the said Messuage and Tenement with the appurtenances
 aforesaid, and was possessed thereof until the said Samuel Hutchins ap-
 peared to wit on the ninth day of June in the year aforesaid in the County
 and District aforesaid, with force and Arms &c. entered into the messuage and
 Tenement aforesaid with the appurtenances in and upon the possession of the
 said Abner Green, and Ejecto, drove out and removed, the said Abner Green
 from his said farm, his said Term not being yet fully completed and ended, and
 kept out and still continues to keep out the said Abner Green, so Ejecto, drove
 out and removed from his said possession, and then and there did Abner inquire
 to him the said Abner Green, against the peace of the Mississippi Territory and

of the United States, and to the damage of the said Abner Green ten thousand dollars, and therefore he brings suit, &c.

And the said Thomas Hutchins by Lyman Harding his Attorney comes and defends the force and injury when &c. And it is ordered by the Court by the consent of both parties and their Attorneys that Thomas Hutchins may be made defendant in the place of the now defendant Samuel Hutchins, and shall immediately appear to the Plaintiff's action and shall receive a declaration in a plea of Trespass and Ejectment of the Tenements in question and shall immediately plead thereto not guilty, and upon the trial of the issue shall confess Lease entry and Ejectment, and insist on his title only, and if upon the trial of the said issue the said Thomas do not confess Lease entry and Ejectment and by reason thereof the Plaintiff cannot prosecute his suit, then the taxation of such costs on nonpross shall be on the said Thomas, and the said Thomas shall pay such costs to the Plaintiff as shall be taxed and adjudged for such his defaults in nonperformance of this rule, and judgment shall be entered against the said Samuel Hutchins now the Casual Ejector by default, and it is further ordered that if upon trial of the said issue a verdict shall be given for the Defendant, or if the Plaintiff shall not prosecute his suit upon any other cause than for the not confessing Lease entry and Ejectment as aforesaid, then the Plaintiff shall pay costs, if the Plaintiff himself do not pay them.

And the said Thomas Hutchins by Lyman Harding his Attorney comes and defends the force and injury when &c. and says that he is not guilty in manner and form as the said Abner Green in his declaration hath alleged against him, and hereof for trial he puts himself upon the Country, &c. and Plaintiff doth likewise.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord one thousand and eight hundred and three, this cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand and eight hundred and three this cause was further continued.

Afterwards it is commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the act of the General Assembly in such case made and provided, to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law, held at Natchez in and for the district of Adams on the first Monday in February in the year of Our Lord one thousand and eight hundred and four. By whom and so forth who neither And so forth, to recognize and so forth be cause as well and so forth. The same day is given to the parties aforesaid And so forth. At which day to wit before the Judges aforesaid of the Court aforesaid there and there held came as well the said Abner Green as the said Thomas Hutchins by their Attorneys aforesaid and the Jurors of which mention is above made being called certain of them came to wit, Adam Pringaman, William Jackson, Calvin Smith, John Swin, Richard Seprons, Robert Ford, John McCoy, John Stitches, James Cole, John Cammack, Gabriel Swayze, and John Robb who being empaneled chosen tried and sworn to Shew the truth upon the matters within contained say upon their Oaths, that the said Thomas Hutchins is not guilty of the Trespass and Ejectment laid to his charge in manner and form as the within Abner Green hath within complained against him. Therefore it is considered by the Court that the said Thomas Hutchins be acquitted of the Trespass and Ejectment within laid to his charge, and that the said Abner Green take nothing by his said suit but that for his false claim he in mercy & so forth, and that the said Thomas Hutchins hereupon go without day, &c. and it is further considered by the Court that the said Thomas Hutchins do recover against the said Abner Green dollars and cents for his costs and charges by him expended in and about his defence in that behalf by the said Court now here adjudged to the said Thomas Hutchins with his Agent. And the said Abner Green in mercy, &c.

Lewis Habine. vs. Daniel Tilton.

Pleas before the Honorable Peter Bryan Bruin, and
Esquires Judges in and over the Mississippi Territory, at a Superior Court
held at Natchez in and for the district of Adams on the first day of
February in the year of Our Lord One thousand eight hundred and

Best remembered that heretofore to wit, at a Superior Court of Law held at Natchez in and
for the district of Adams on the third Monday in June in the year of Our Lord One
thousand Eight hundred and three Lewis Habine by Lyman Harding his Attorney
into the Court aforesaid his bill against Daniel Tilton, who was Attached by all and
singular his goods and Chattels to answer unto the said Lewis Habine of a plea of
trover on the Case, and there are pledges of prosecution to wit John Doe and Richard
Noc. which said bill follows in these words to wit. District of Adams ss. Superior
of Law June Term 1843. Daniel Tilton late of the district of Adams aforesaid is
Attached by his goods and Chattels to answer Lewis Habine of a plea of trover on
the Case. For that whereas the said Daniel Tilton on the seventeenth day of Aug-
ust in the year of Our Lord One thousand eight hundred and two at New Orleans
to wit in the district aforesaid made his certain note in writing, commonly called
a promissory note, with his proper hand thereto subscribed, bearing date on the day
and year last mentioned, and then and there delivered the said note to the said
Lewis Habine by which said note the said Daniel Tilton promised to pay to the
said Lewis Habine by the name of M. Habine the sum of Two thousand five
hundred dollars in Specie and no otherwise, for balance of a parcel of sugar
sold and delivered to the said Daniel Tilton by reason whereof the said Daniel Tilton
became liable to pay to the said Lewis Habine the said sum of money contained in
said note, according to the tenor and effect of said note, and being so liable the said
Daniel Tilton in consideration thereof afterwards to wit on the day and year last men-
tioned at the district aforesaid, undertook and then and there faithfully promised the
said Lewis Habine, to pay him the said sum of money contained in said note, according
to the tenor and effect of said note. Nevertheless the said Daniel Tilton his
promise and undertaking aforesaid, in form aforesaid made not in the least
regarding the aforesaid sum of money or any part thereof to the aforesaid Lewis
Habine, hath not yet paid, altho to pay the same the said Daniel Tilton by
the said Lewis Habine hath been often required, but to pay the same to him
the said Daniel Tilton hath hitherto altogether refused, and still doth refuse
to pay the same to the said Lewis Habine, to his damage four thousand dol-
lars and thereupon he brings suit &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for
the district of Adams on the third Monday in June in the year of Our Lord One
thousand Eight hundred and three this cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the
district of Adams on the third Monday in November in the year of Our
Lord One thousand Eight hundred and three came the said Lewis Habine by
his Attorney aforesaid. And the said Daniel Tilton altho solemnly called
came not to answer nor did he say any thing, in bar or preclusion of the
action of the said Lewis Habine, whereby the said Lewis Habine remains therein
undecided against the said Daniel Tilton. Therefore it is considered by the
Court here that the said Lewis Habine do recover against the said Daniel Tilton
the damages he hath sustained, by reason of the non performance of
the promise and undertaking in the said declaration of the said Lewis Habine
mention. But because it is not known what damages the Plaintiff hath
sustained, in this behalf it is ordered that the same be enquired of and ap-
proved by the Court, and Jury at their next Term &c. Afterwards it is Announced
that the Sheriff of Adams County in the district of Adams and Territory aforesaid
do Summon thirty two good and lawful men of his County, and the Sheriff of

Wilkinson County in the district of Adams and Territory aforesaid do summon two good and lawful men of his County. According to the direction of the Act of the general Assembly in such case made and provided, to be and appear before the Judges of the Territory at the Court aforesaid, then and there to be held on the day and year first above written by Act of Assembly and so forth who neither and so forth, who neither and so forth to recognize and so forth because as well and so forth. The same time is given to the parties aforesaid there and so forth. At which day to wit before the Judges aforesaid at the Court aforesaid then and there held came the said Lewis Habine by his Attorney aforesaid, and the said Daniel Tilton at the again solemnly called came not but there was made default. Thereupon a Jury being called came to wit Charles Sargent, Philip Hoggatt, David Hession, James Sumner, Charles Easton, Abner Beecham, Lewis West, Jonathan Dayton, Bennett Shelly, Robert Moore, Richard Swagge, and Joseph Abinger who being impaneled chosen tried and sworn, well and truly to enquire of the damages which the said Lewis Habine hath sustained by reason of the non performance of the promise and undertaking aforesaid mentioned in the declaration of the aforesaid Lewis Habine. Say upon their Oaths, that the said Daniel Tilton did promise and undertake in manner and form as the said Lewis Habine hath declared against him, and as for the damages of the said Lewis Habine, on occasion of the non performance thereof, to Two thousand six hundred and ninety three dollars and twenty five Cents, besides his costs and charges by him about his suit in that behalf expended. Therefore it is considered by the Court here that the said Lewis Habine do recover against the said Daniel Tilton the said Two thousand six hundred and ninety three dollars and twenty five Cents his damages aforesaid in form aforesaid as specified by the Jury, and also fourteen dollars and ninety seven Cents for his said costs and charges by him expended in and about prosecuting his said suit in that behalf by the said Court now here adjudged to the said Lewis Habine with his appts. which said damages costs and charges amount in the whole to Two thousand seven hundred and Eight dollars and twenty two Cents and the said Daniel Tilton in moneys and so forth.

John Wilkins vs Thomas Hutchins

Shew before the Honorable Peter Bryan Prince and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at St. Charles in and for the district of Adams on the first Monday in February in the year of our Lord One thousand Eight hundred and four.

Be it remembered that heretofore to wit at a Superior Court of Law held at St. Charles in and for the district of Adams on the third Monday in June in the year of our Lord One thousand Eight hundred and two, John Wilkins, by James Sumner his Attorney brought into the Court aforesaid his bill against Thomas Hutchins in and to wit of the Sheriff of Adams County in the District of Adams, of a plea of debt, and there are pledges of prosecution to wit John Doe and Richard Roe, who said bill follows in these words to wit. Superior Court June Term 1802. Adams District. John Wilkins complains of Thomas Hutchins, of a plea that he render unto him nine hundred dollars which to him he owes and unjustly delays to, and whereupon the said John by James Sumner his Attorney, complains that whereas on the Eighteenth day of October in the year of our Lord One thousand Eight hundred, at the Court of Common Pleas held at Norris Town, in and for the County of Mountgomery in the State of Pennsylvania before John Howe Esquire, and his Associates Judges of the said Court, by the Conservation of the same Court, did recover against the said Thomas Hutchins four hundred dollars which to the said John with his appts, by the said Court of Common Pleas in the County of Montgomery in the State aforesaid, were adjudged for the sum per bill obligator of said Thomas to the said John, as by the Record and proceedings thereof now in Court now fully appear, which said judgment in the County aforesaid, in its full force and effect remains, not satisfied or discharged, and wherein the said John hath not yet taken out his Execution for the debt aforesaid, whereby an Action accrued to the said John to demand and have of the said Thomas, the said four hundred dollars, part of the said nine hundred dollars. And where as also the said John the day and year aforesaid in the aforesaid Court of Common Pleas in the County and State aforesaid, before the said Judges did recover against the said Thomas five hundred dollars, which to the said John with his appts, by the said Court of Common Pleas in the County of Montgomery and State aforesaid were adjudged for a sum due per bill obligator of the said Thomas to

to the said John, as by the Record and proceedings thereof, now in Court, which said Judgment in the County aforesaid in its full force and effect, satisfied or discharged, and whereon the said John hath not yet done for the debt aforesaid last mentioned, whereby an Action hath been brought by the said John to demand and have of the said Thomas the said sum of five hundred and the residue of the said nine hundred dollars. Notwithstanding the said Thomas required the said several sums of four hundred and five hundred dollars, whole amounting to nine hundred dollars, hath not yet paid to the said John, but hath altogether refused, and still doth refuse to pay the said John, to the damage of the said John two hundred dollars, and therefore
suits. &c.

Afterwards to wit at a Superior Court of Law held at Natchez in the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and two, this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in the district of Adams on the third Monday in June in the year of our Lord one thousand eight hundred and three this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three came the said John by his Attorney aforesaid and defended the same and injury when &c. and the said Thomas Hutchins, although solemnly called came not to answer, nor did he say any thing in bar or prichision of the Action of the said John Wilkins, where by the said John remains therein undefended against the said Thomas Hutchins. Therefore it is considered that the said John Wilkins do recover against the said Thomas Hutchins his said debt of nine hundred dollars in the declaration aforesaid mentioned, and also his damages costs and charges he hath sustained by reason of the detention of the said debt as for his costs and charges by him in and about his suit in that behalf expended. But because it is not known what damages the Plaintiff hath sustained in this behalf it is ordered that the same be enquired of and assessed by a Jury at their next Term. &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three this Cause was legally continued.

Afterwards to wit it is commanded that the Sheriff of Adams County in the district of Adams and Territory, aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County according to the direction of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four, to whom and so forth who neither and so forth to recognize and so forth. The same time is given to the parties aforesaid here and so forth. At which day to wit before the Judges of the Territory aforesaid at the Court aforesaid then and there being came the said John Wilkins by his Attorney aforesaid, and the said Thomas Hutchins although solemnly called came not to answer, but a gain made default upon the Jurors of which mention is above made being called certain of them came to wit Charles Surget, Philip Hoggatt, David Killian, James Dumbler, Elias Eastes, Abner Buckham, Lewis West, Jonathan Dayton, Bennett Raley, Robert Morris, Richard Swayze and Joseph Minor who being impannelled chosen, tried and sworn well and truly to enquire of the damages the said John Wilkins hath sustained by reason of the wrongs in the said declaration mentioned, upon their Oaths do say: "We of the Jury find for the Plaintiff the debt in the declaration mentioned to be discharged by the payment of one thousand and one hundred and forty dollars and ninety cents, and costs of suit." Therefore it is considered by the Court here that the said John Wilkins do recover against the said Thomas Hutchins the said one thousand and forty dollars and ninety cents, in form aforesaid by the Jurors aforesaid, and also nineteen dollars and forty seven cents, for his said costs and charges expended in and about prosecuting his suit in that behalf by the said Court aforesaid assigned to the said John, with his agent. And the said Thomas Hutchins in

Zachariah Kelly vs. Palmer Shilling and Thomas Ragan,

Pleas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams, on the first Monday in February, in the year of our Lord One thousand Eight hundred and four.

But remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams, on the third Monday in November in the year of our Lord One thousand Eight hundred and three, Zachariah Kelly by James Wallace his Attorney brought into the Court aforesaid his bill against Palmer Shilling and Thomas Ragan in Custody of the Sheriff of Adams County in the District of Adams of a plea of Debt, and there are pledges of process to wit John Doe and Richard Roe, which said bill follows in these words to wit: Mississippi Territory Adams District to the Superior Court of Law November Term 1823. Zachariah Kelly by James Wallace his Attorney complains of Thomas Ragan and Palmer Shilling, and prays that they may be taken into custody &c. to answer to the said Zachariah Kelly, of a plea that they render unto him the sum of two hundred dollars, which they owe to and unjustly detain from him, for that where as the said Thomas Ragan and Palmer Shilling, on the fourteenth day of October in the year of our Lord One thousand Eight hundred and three, Court in the County of Adams and District of Adams aforesaid, by their certain writing, Obligatory, Sealed with their Seals of the said Thomas Ragan and Palmer Shilling, and to the Court here now shewn, the date whereof is on the same day, and year last above mentioned, by which said writing, Obligation, the said Thomas Ragan and Palmer Shilling, acknowledged themselves to be held and firmly bound unto the said Zachariah Kelly, in the sum of two hundred dollars money of the United States, to be paid to the said Zachariah Kelly his certain Attorneys Executors Administrators, or Assigns, for the payment they bind themselves their heirs Executors Administrators, and each of them, firmly by said writing Obligatory. And yet the said Thomas Ragan and Palmer Shilling, at the often requested hath not yet paid the said sum of two hundred dollars or any part thereof to the said Zachariah Kelly, that they to pay the same to him, hath hitherto wholly refused, and still do refuse, to the damage of the said Zachariah Kelly of dollars. And therefore he brings suit &c.

Afterward to wit at a Superior Court of Law held at Natchez in and for the District of Adams, on the third Monday in November in the year aforesaid, came the said Thomas Ragan and Palmer Shilling, and defend the wrong and injury whereof, and say nothing in bar or preclusion of the action of the said Zachariah Kelly, whereby the said Zachariah Kelly remains therein undefended against the said Thomas Ragan and Palmer Shilling. Therefore it is considered that the said Zachariah Kelly do recover against the said Thomas Ragan and Palmer Shilling the debt in declaration mentioned, unless and so forth.

Afterward to wit, at a Superior Court of Law held at Natchez in and for the District of Adams, on the third Monday in November in the year aforesaid, this cause was on turned. And now at this day to wit the day and year first above written, at a Superior Court of Law held at Natchez in and for the District of Adams, came the said Zachariah Kelly by his Attorney aforesaid, and the said Thomas Ragan and Palmer Shilling say nothing in bar or preclusion of the action aforesaid, whereby the said Zachariah Kelly remains therein undefended against the said Thomas Ragan and Palmer Shilling, whereupon it is ordered and considered by the Court here that the Conditional judgment on tried in this behalf as aforesaid, be final, and that the said Zachariah Kelly do recover against the said Thomas Ragan and Palmer Shilling the sum of eighty four dollars and seven pence four, and also fifteen dollars and twenty four Cents for his said Costs and Charges by him about his suit in that behalf expended by the said Court now here adjudged to the said Zachariah Kelly with his Appear, which said debt Costs and charges amount in the whole to one hundred dollars and thirty Eight Cents and the said Thomas Ragan and Palmer Shilling in mercy And so forth.

David McClelland vs. Moses Moore

Pleas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams, on the first Monday in February in the year of our Lord One thousand Eight hundred and four.

But remembered that heretofore to wit, at a Superior Court of Law, held at Natchez in and for the District of Adams on the third Monday in June in the year of our Lord One thousand Eight hundred and three, David McClelland by William Murray his Attorney brought into the Court aforesaid his bill against Moses Moore in Custody of the Sheriff of Adams

county in the district of Adams of a plea of debt, and there are folios of judgment. John Doe and Richard Roe, which said bill follows in these words that Adams District Superior Court, June Term 1803. Mississippi Territory District of Adams vs. David Moore. Complaint of Moses Moore, praying that he may be taken into custody &c. of a plea that he render unto him the sum of seven hundred and forty two pounds, fourteen shillings and eleven pence, current money of the State of Kentucky, of the value of two thousand and five hundred dollars money of the United States, which he the said Moore owes to the said David and unjustly delays from him &c. And whereupon the said David by William Murray his Attorney says, that whereas he the said David, otherwise known as the twenty fifth day of June in the year of Our Lord One thousand Eight hundred and One, at a Court of Quarter Sessions held for the County of Nelson, at the Court house in Bardston in the State of Kentucky, before the Worshipful the Judges of the said Court, recovered against the said Moore the said sum of seven hundred and forty two pounds, fourteen shillings and eleven pence, current money of the said State of Kentucky, of the value of two thousand and five hundred dollars money of the United States, which to the said David were in the Court aforesaid before the Worshipful the Judges aforesaid recovered to him the said David for his debt and damages in a certain plea in an Attachment, prosecuted in the said Court, by the said David against the said Moore, whereof the said Moore is convicted, as by the Record and proceedings in the said Court remaining fully appearing, which said judgment now remains in its full force not in the least satisfied, recalled or annulled, where by the Action accrues to the said David to have and receive from the said Moore the said seven hundred and forty two pounds, fourteen shillings and eleven pence, currency aforesaid, of the value aforesaid up to the said Moore at the often times requested by the said David hath not rendered to the said David the said seven hundred and forty two pounds fourteen shillings and eleven pence currency of the value aforesaid, but the same to him to render he hath hitherto altogether refused, and still doth refuse to the damage of the said David Five thousand dollars and therefore he brings suit &c. And the said Moore by Edward Turner his Attorney, comes and defends the wrong and injury when &c. and says that the said David ought not to have his aforesaid Action thereof maintained against him the said Moore, because he says that there is not any such Record of the said judgment remaining in the said Court of Quarter Sessions of the County of Nelson aforesaid as the said David hath above complained against him, and this he the said Moore is ready to verify, wherefore he prays Judgment if the said David ought to have his aforesaid Action thereof maintained against him the said Moore &c. And for further plea in this behalf the said Moore according to the form of the Statute in such case made and provided, says that he does not owe to the said David the said seven hundred and forty two pounds fourteen shillings and eleven pence, or any part thereof, in manner and form as the said David hath above thereof complained against him, and of this he puts himself upon the Country. And the said Plaintiff likewise. And for further plea in this behalf the said Moore according to the form of the Statute in such case made and provided, says that the said David ought not to have his aforesaid Action thereof maintained against him, because he says that the said Moore, after the recovery of the debt and damages aforesaid and before the exhibiting the declaration of the said David to wit on the first day of January in the year of Our Lord one thousand Eight hundred and three, at Natchez in the District of Jefferson aforesaid, paid to the said David the said debt and damages in form aforesaid recovered against the said Moore, and this he is ready to verify, wherefore he prays Judgment if the said David ought to have his aforesaid Action thereof maintained against him the said Moore. Afterwards went at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and three, came the said parties by their Attorneys aforesaid and the said Moore Moore by and with the consent of the said parties, withdraws the plea by him first above pleaded, thereupon it was ordered by the Court that the time of pleading be extended to the first day of October then next which came was then and there legally continued.

Afterwards went at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in November in the year of Our Lord one thousand Eight hundred and three, came the said David by his Attorney aforesaid, and says that the said Moore hath not paid to the said David the said debt and damages as the said Moore in his plea hath set forth. And thus the said David prays may be required of

the country and the said Moors doth the like. Afterwards to wit at a Superior Court of Law held at
Ketchikan in and for the district of Adams on the third Monday in November this cause was legally con-
sidered. It is commanded that the Sheriff of Adams County in the district of Adams and Territory
aforesaid do summon thirty two good and lawful men of this County, and the Sheriff of Williams
County in the district of Adams and Territory aforesaid do summon ten good and lawful men
of this County. According to the directions of the Act of the general Assembly, in such case made
and provided, to be and appear before the Judges of the Territory aforesaid at a Superior Court
of Law to be holden at Ketchikan in and for the district of Adams on the first Monday in
February in the year of Our Lord one thousand eight hundred and four by whom and
so forth, who neither and so forth, to recognize and so forth. Because as well as for the the
same day in given to the parties aforesaid there and so forth. At which day to wit before
the Judges of the Territory aforesaid at the Court aforesaid then and there his came against
the said David M. McElland, as the said Moors move by their Attorneys aforesaid, and the Jurors
of which mention is above made being called certain of them came to wit: Philip Hoggan
David McElland, William Cochran, Gabriel Swayer, James Kimball, Eliza Carter, Abner
Buckham, William and James Richard, Silas Smith, John H. White, and Ezekiel Knight
who being empanelled chosen tried and sworn to speak the truth in the matters within
contained. Say upon their Oaths that the said Moors move do not pay to the said David
McElland the said two thousand five hundred dollars, in the said declaration mentioned
before the exhibiting the declaration aforesaid of the said David, in manner and form
as the said Moors move in pleading hath alleged, and they further say that they
find for the said Plaintiff David McElland the debt in the declaration mentioned to
be discharged by the payment of Eleven hundred and fifty nine dollars and ninety four
cents and costs of suit. Therefore it is considered by the Court that the said David
McElland do recover against the said Moors above the said Eleven hundred and
fifty nine dollars and ninety four cents in form aforesaid as ordered by the Jurors of the
Court and also the sum of Eighteen dollars and ninety nine cents for his said costs and
charges by him expended in and about prosecuting his said suit in that behalf by the
said Court now here adjudged to the said David McElland with his apportion which said
said costs and charges amount in the whole to Eleven hundred and twenty eight dol-
lars and ninety three cents. And the said Moors above in mercy and so forth.

The United States vs. Hunt and Andrews

Pleas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges
in and over the Mississippi Territory, at a Superior Court of Law held at
Ketchikan in and for the district of Adams on the first Monday in
February in the year of Our Lord one thousand eight hundred and four.

Be it remembered that heretofore to wit at a Superior Court of Law held at Ketchikan
in and for the district of Adams on the third Monday in November in
the year of Our Lord one thousand eight hundred and three the United States of
America by George Poindeux their Attorney complain of Abiah Hunt and
James Andrews in Custody of the Sheriff of Adams County in the district
of Adams of a plea of Debt. And there are pledges of prosecution to wit John
Do and Richard Rob. which said bill follows in these words to wit. Mississippi Ter-
ritory. Adams District of Superior Court of Law November Term 1803. The United States of
America complain of Abiah Hunt and James Andrews in Custody &c. of a plea that
they render unto the said United States the sum of two hundred and twenty five dol-
lars and nineteen cents which to the said United States they owe and from them un-
justly detain. for that whereas the said Defendants on the fourth day of September
1802. at Ketchikan in the district aforesaid, by their Act and writing, obligatory signed
and sealed by the said Defendants, and now to the Court here shown the date whereof
is the day and year aforesaid, bound themselves their heirs executors and adminis-
trators to pay to the said United States of America the said sum of two hundred
and twenty five dollars and nineteen cents whenever they should be there unto
requested. Now the said Defendants altho often requested the said sum of
two hundred and twenty five dollars and nineteen cents to the said United States
have not paid, but the same to pay neither to have and thus do refuse to the cla-
im of the said United States twenty dollars. Therefore they being suit &c.

Afterwards to wit at a Superior Court of Law held at Ketchikan in and for the
district of Adams on the third Monday in November in the year of Our Lord

one thousand eight hundred and three: this cause was legally continued. And now at this day court at a Superior Court of Law held at St. Louis in the district of Adams on the day and year first above written. Came the United States by their said Attorney, and the said Abijah Hunt and James Andrew solemnly called came not to answer, nor did they say anything in bar of the said action of the said United States. Whereby the said United States therein undefended against the said James Andrew and Abijah Hunt. It is considered by the Court here that the said United States do recover against Abijah Hunt and James Andrew the debt in the condition of the Bond contained in the declaration of the said United States mentioned a sum of One hundred and thirty seven dollars and fifty cents and a sum of fifteen dollars and seventy five cents for the costs and charges of the said United States by them about their suit in that behalf which said debt costs and charges amount in the whole to one hundred and fifty three dollars and thirty four cents and the said Defendants

The United States vs. Hunt & Andrews

Went before the Honorable Peter Bryan Barron and Thomas Rodney Esquiers Judges in and over the Mississippi Territory at a Superior Court of Law held at St. Louis in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and four.

Be it remembered that heretofore to wit at a Superior Court of Law held at St. Louis in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and three The United States of America by George Fowdenter their Attorney, brought into the Court a bill against Abijah Hunt and James Andrew in custody of the Sheriff of Adams County in the district of Adams of a plea of debt and there are alleges of prosecution to wit John Fox and Richard Roe which said bill reads in these words to wit. Mississippi Territory. Adams District Court. Superior Court of Law November Term 1803. The United States of America, Complainant of Abijah Hunt, and James Andrew in Custody &c. of a plea that they owe to the said United States, the sum of six hundred and three dollars and ninety five cents, which to the said United States they owe and for them unjustly detain. For that whereas the said Defendants Abijah Hunt and James Andrew, the said Abijah by Elijah Smith his agent, and the said James Andrew in his proper person, by their certain writing obligating by the said Defendants as aforesaid: and bearing date the twentieth day of April in the year one thousand eight hundred and three, bound themselves their heirs Executors and Administrators jointly and severally to pay to the said United States, the said sum of six hundred and three dollars and ninety five cents whenever they should be thereto required. Nevertheless the said Defendants at the oft request of the said sum of six hundred and three dollars and ninety five cents to the said United States hath not paid, but the same to pay hitherto hath and still doth refuse to the damage of the said United States twenty dollars, and therefore they sue &c.

Afterwards to wit at a Superior Court of Law held at St. Louis in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and three. This cause was legally continued.

And now at this day court at a Superior Court of Law held at St. Louis in the district of Adams on the day and year first above written. Came the United States of America by their Attorney aforesaid, and the said James Andrew solemnly called came not to answer, nor did he say anything in bar of the said action of the said United States, whereby the said United States therein undefended against the said James Andrew. Therefore it is considered by the Court here that the said United States do recover against the said James Andrew the sum of three hundred and one dollar and ninety

the sum mentioned and contained in the condition to the said writing obligatory, and also the sum of fifteen dollars and twenty five cents for their costs and charges by them about their suit in that behalf expended by the said Court now here adjudged to the said United States with their apent, which said debt costs and charges amount in the whole to three hundred and Eighteen dollars twenty two and a half cents and the said James Andrews in mercy and so forth.

The United States vs. Hunt and Andrews

Pleas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Statchey in and for the district of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four.

Be it remembered that heretofore to wit at a Superior Court of Law held at Statchey in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three the United States of America by George Comdexter their Attorney brought into the Court of said place a bill against Abiyah Hunt and James Andrews in Custody of the Sheriff of Adams County in the district of Adams of a plea of debt and there an pledges of process return to wit John Doe and Richard Roe which said bill follows in these words to wit Mississippi Territory Adams District Court Superior Court of Law November 3rd 1803. The United States of America Complain of Abiyah Hunt and James Andrews in Custody &c. of a plea that they render unto the said United States the sum of two hundred and twenty five dollars and nineteen cents which to the said United States they owe, and from them they unjustly detain. And that whereas the said Defendants on the fourth day of September 1802. at Statchey in the district of Adams by their certain writing obligatory signed and sealed by the said Defendants, and to the Court now here shown the date whereof is the same day and year as aforesaid, bound themselves their heirs Executors and Administrators to pay to the said United States of America the said sum of two hundred and twenty five dollars and nineteen cents whenever they should be thereunto requested And that the said Defendants at the first request the said sum of two hundred and twenty five dollars and nineteen cents to the said United States have not paid, but the same to pay hitherto have and they do refuse to the damage of the said United States twenty dollars therefore they being sued &c.

Afterward to wit at a Superior Court of Law held at Statchey in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three this cause was legally continued.

And now at this day to wit at a Superior Court of Law held at Statchey in and for the district of Adams on the day and year first above mentioned came the said United States by their Attorney aforesaid. and the said James Andrews at the solemnly called came not to answer nor did he say any thing in bar or preclusion of the action of the said United States whereby the said United States remain therein undisturbed against the said James Andrews. Therefore it is considered by the Court here that the said United States do recover against the said James Andrews as well the sum of one hundred and thirty seven dollars fifty nine and a half cents being the sum contained in the condition to the writing obligatory mentioned in the aforesaid declaration of the said United States for their debt and also the sum of fifteen dollars and twenty five cents for their costs and charges by them about their suit in that behalf expended by the said Court now here adjudged to the said United States with their apent. which said debt costs and charges amount in the whole to one hundred and fifty three dollars thirty four cents and a half and the said James Andrews in mercy and so forth.

The United States vs. Thum and Brooks

Pleas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Statchey in and for the district of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four.

of four hundred and fifty dollars and eighty cents whenever they should be thereunto requested. Nevertheless the said defendants at the often requested, the said sum of four hundred and fifty dollars and eighty cents to the said United States have not paid, but the same to pay hitherto have and still do refuse, to the damage of the said United States twenty dollars therefore they bring suit &c.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written came the said United States by their Attorney aforesaid and the said William Emerson and Richard Oleby at the solemnly called Came not to answer, nor did they say any thing in bar or preclusion of the action of the said United States whereby the said United States remain therein undefended against the said William Emerson and Richard Oleby, therefore it is considered by the Court that the said United States do recover of the said William Emerson and Richard Oleby as well the sum of two hundred and twenty dollars and ninety cents, (it being the amount of the Declaration to the said Bond or writing obligatory mentioned in the declaration of the said United States) as the sum of eighteen dollars and fifty cents for their costs and charges by them about this suit in that behalf expended by the said Court now here adjudged to the said United States with their costs, which said debt costs and charges amount in the whole to two hundred and twenty two dollars and forty cents and the said William Emerson and Richard Oleby in mercy and so forth.

The United States vs. Glap & Andrews

Shew before the Honorable Peter Bryan Bryn and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four.

Do it remember that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four the United States of America by George Pondexter their Attorney brought into the Court aforesaid their Bill against Anthony Glap and James Andrews and Company, in Custody of the Sheriff of Adams County in the District of Adams of a plea of Debt. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit, Mississippi Territory, Adams District Court, Superior Court of Law February Term 1804. The United States of America Complain of Anthony Glap and James Andrews Company in Custody &c. of a plea that they render unto the said United States the sum of two hundred and eighty six dollars and two cents which to the said United States they owe and from them unjustly detain, for that whereas the said Defendants on the seventh day of June 1802 at Natchez in the District aforesaid, by their certain writing obligatory signed and sealed by the said Defendants, and to the Court now here shewn, the date whereof is the same day & year aforesaid, bound themselves their heirs Executors and Administrators, to pay to the said United States of America the said sum of two hundred and eighty six dollars and two cents, whenever they should be thereunto requested. Nevertheless the said Defendants at the often requested, the said sum of two hundred and eighty six dollars and two cents to the said United States have not paid, but the same to pay hitherto have and still do refuse, to the damage of the said United States twenty dollars. Therefore they bring suit &c.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written, came the said United States by their Attorney aforesaid and the said Anthony Glap and James Andrews at the solemnly called Came not to answer nor did they say any thing in bar or preclusion of the action of the said United States whereby the said United States remain therein undefended against the said Anthony Glap and James Andrews. Therefore it is considered by the Court here that the said United States do recover against the said Anthony Glap and James Andrews the sum of one hundred and forty three dollars and one cent, (being the sum contained in the Declaration to the said writing obligatory in the said declaration of the said United States now here shewn) for their debt, and also the sum of eighteen dollars and fifty cents for their costs

Costs and Charges, by them about their suit in that behalf, by the said Court now here adjudged to the said United States with their Appear which said debt Costs and Charges Amount in the whole to One hundred and thirty one dollars and fifty one Cents And the said Anthony Glass and James Andrews in mercy and so forth.

The United States vs Hunt & Andrews

Pleas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and Over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams, on the first Monday in February in the year of Our Lord One thousand Eight hundred and four.

Be it remembered that heretofore to wit, at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year aforesaid the United States of America by George Fountain, their Attorney brought into the Court of record there now against Abigail Hunt and Arthur Andrews in custody of the Sheriff of Adams County in the district of Adams of a plea of debt and there are pledges of prosecution Court John Doe and Richard Roe which said bill follows in these words Court, Mississippi Territory, Adams District Court Superior Court of Law February Term 1804, the United States of America complain of Abigail Hunt and Arthur Andrews in custody and so forth, of a plea that they render to the said United States the sum of four hundred and fifty four dollars and fifty Cents which to the said United States they owe and from them unjustly detain. For that whereas the said Defendants on the sixteenth day of May, 1803, at Natchez in the district of record as thus certain writing obligatory signed and sealed by the said Defendants, and as the Court now here shown, the date whereof is the same day and year aforesaid bound themselves their heirs Executors and Administrators to pay to the said United States of America, the said sum of four hundred and fifty four dollars and fifty cents whenever they should be thereto requested. Now the said Defendants, altho often requested the said sum of four hundred and fifty four dollars and fifty cents to the said United States have not paid, but the same to pay further to have and thus do refuse, to the damage of the said United States Twenty dollars Therefore they bring Suit. &c.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written, came the said United States by their said Attorney. And the said Abigail Hunt and Arthur Andrews altho solemnly called came not to answer nor did they say any thing in bar or conclusion of the Action of the said United States whereby the said United States remain therein undefended against the said Abigail Hunt and Arthur Andrews Therefore it is considered by the Court that the said United States do recover against the said Abigail Hunt and Arthur Andrews, as well the sum of One hundred and thirty two dollars and twenty five Cents (being the sum contained in the Condition to the said writing obligatory in the aforesaid declaration of the said United States mentioned, and also the sum of Eighteen dollars and fifty Cents for their Costs, and charges by them about their suit in that behalf expended, by the said Court now here adjudged to the said United States with their of which said debt Costs and Charges Amount in the whole to one hundred and fifty dollars and twenty five Cents and the said Abigail Hunt & Arthur Andrews in mercy.

The United States vs Robert Moore and James Moore

Pleas before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and Over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of Our Lord one thousand Eight hundred and four.

Remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand Eight hundred and four. The United States of America by George Poincexter their Attorney brought into the Court aforesaid their bill against Robert Moore and James Moore in Custody of the Sheriff of Adams County in the district of Adams in a plea of debt and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Mississippi Territory Adams district to wit. Superior Court of Law November Term 1803. The United States of America complain of Robert Moore and James Moore in Custody &c. of a plea that they render unto the said United States the sum of two hundred and fifty dollars and six cents which to the said United States they owe and from them unjustly detain. For that whereas the said defendants on the eighth day of January 1803. at Natchez in the district aforesaid, by their certain writing obligatory signed by the said defendants and to the Court now here shown the date of the same day and year aforesaid, bound themselves then their Executors Administrators to pay to the said United States of America the said sum of two hundred and fifty dollars and six cents whenever they should be thereto requested. Nevertheless the said defendants altho often requested the said sum of two hundred and fifty dollars and six cents to the said United States have not paid, but the same to pay hitherto have and still do refuse, to the damage of the said United States twenty dollars and therefore they bring, Suit, &c. And the said James and Robert by Seth Lewis their Attorney come and defend the force and injury when &c. and pray. Copy of the writing obligatory above in the said declaration mentioned.

And now to wit, at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in November in the year of our Lord one thousand Eight hundred and three this Cause was legally continued

And now at this day to wit, the day and year first above written at a Superior Court of Law held at Natchez in and for the district of Adams. Came the said United States by their Attorney aforesaid. And the said Robert Moore and James Moore altho solemnly called came not to answer nor did they say any thing in bar or preclusion of the action of the said United States, whereby the said United States remain therein undefended against the said Robert Moore and James Moore. Where it is considered by the Court here that the said United States do recover against the said Robert Moore and James Moore the sum of One hundred and twenty five dollars and three cents (being the sum contained in the Condition to the said writing obligatory in the declaration aforesaid above mentioned) and also the sum of four teen dollars and twenty five cents for their Costs and Charges by them about this suit in that behalf expended. By the said Court now here adjudged to the said United States with their Apert. which said debt costs and Charges amount in the whole to one hundred and thirty nine dollars and seventy Eight Cents. And the said Robert Moore and James Moore in mercy &c.

The United States vs Emerson & O'Leary

Plaid before the Honorable Peter Bryan Bruin and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand Eight hundred and four. Remembered that heretofore to wit, at a Superior Court of Law held at Natchez in and for the district of Adams, on the first Monday in February in the year of our Lord one thousand Eight hundred and four. The United States of America by George Poincexter their Attorney brought in to the Court aforesaid their bill against William Emerson and Richard O'Leary in Custody of the Sheriff of Adams County in the district of Adams, of a plea of debt and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Mississippi Territory Adams district to wit. Superior Court of Law February Term 1804.

The United States of America Complain of William Emmons and Richard Wiley in custody &c. of a plea that they render unto the said United States the sum of two hundred and seven dollars and ninety Cents which to the said United States they owe and from them unjustly detain. For that whereas the said Defendants on the second day of February 1803. at Natchez in the district aforesaid, by their certain writing obligatory signed and sealed by the said Defendants, and to the Court now here shown the date whereof is the same day and year aforesaid, bound themselves their heirs Executors and Administrators to pay to the said United States of America the said sum of two hundred and seven dollars and ninety Cents, whenever they should be lawfully requested. Now the said Defendants altho often requested the said sum of two hundred and seven dollars and ninety Cents to the said United States have not paid, but the same to pay hitherto have and still do refuse to the damage of the said United States twenty dollars therefore they bring suit &c.

Item now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written came the said United States by their said Attorney, and the said William Emmons and Richard Wiley, at the solemnly called came not to answer, nor did they say any thing in or in prejudice of the Action of the said United States, whereby the said United States remain therein undisturbed against the said William Emmons and Richard Wiley. Wherefore it is considered by the Court here that the said United States do recover against the said William Emmons and Richard Wiley the sum of one hundred and three dollars and ninety five Cents being the sum contained in the Condition to the said writing obligatory in the aforesaid declaration of the said United States above mentioned, for their debt, and also the sum of Eighteen dollars for their Costs and charges by them about their Suit in that behalf expended, by the said Court now here adjudged to the said United States with their apert. Where the said debt Costs and Charges Amount in the whole to one hundred and twenty one dollars and ninety five Cents. And the said William Emmons and Richard Wiley in mercy and so forth.

Arthur Brotherton vs. Susannah Kirk. Admr.

Heas before the Honorable Peter Bryan Bruin and David Kerr, Esquires Judges in and for the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams, on the first Monday in August in the year of Our Lord one thousand Eight hundred and four.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in November in the year of Our Lord one thousand Eight hundred and two Arthur Brotherton by Lyman Harding Esquire his Attorney brought into the Court aforesaid his bill against Susannah Kirk Administratrix, and William Williams Administrator to James Kirk deceased in custody of the Sheriff of Adams County in the district of Adams of a plea of trespass on the Case. And there are pledges of prosecution for it John Bee and Richard Roe which said bill follows in these words to wit. District of Adams Superior Court of Law June Term 1802. Arthur Brotherton Complain of Susannah Kirk Administratrix and William Williams Administrator of all and singular the goods and chattels rights and credits which belonged to the said James Kirk at the time of his death, who died intestate, in custody &c. of a plea of trespass on the Case: For that whereas the said James Kirk in his life time to wit on the first day of June in the year of Our Lord one thousand Seven hundred and ninety One, at New Orleans to wit at the County of Adams and district aforesaid, made his certain notes in writing, commonly called

a promissory note with his proper hand thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered the said note to the said Arthur Brotherton by which said note the said James Kirk promised to pay to the said Arthur Brotherton by the name of Mr. Arthur Brotherton or Order, in all the month of January then next ensuing the date of said note, the sum of One thousand Eight hundred Silver milled mince or dollars and five cents & a half in value to one thousand Eight hundred dollars and sixty two cents and a half cent, for value received, being the balance of account settled on said day, of the date of said note, by reason whereof the said James Kirk became liable to pay to the said Arthur Brotherton the said sum of money contained in said note, according to the tenor and effect of said note and being so liable the said James Kirk in consideration thereof afterwards to wit on the day and year last mentioned, and in the life time of the said James Kirk at New Orleans aforesaid to wit at the County aforesaid in the District aforesaid, under took and then and there faithfully promised the said Arthur Brotherton, to pay him the said sum of money contained in said note according to the tenor and effect of said note, And whereas also the said James Kirk before and in his life time, to wit on the said first day of June in the said year of Our Lord One thousand seven hundred and ninety one, at the County of Adams aforesaid in the District aforesaid, was indebted to the said Arthur Brotherton in another large sum of money to wit in the sum of One thousand Eight hundred dollars and sixty two and a half cents, for divers goods wares and merchandizes, by the said Arthur Brotherton before that time sold and delivered to the said James Kirk at his special instance and request, and being so indebted to the said James in consideration thereof afterwards to wit on the day and year aforesaid, at the County aforesaid, and District aforesaid undertook and then and there faithfully promised the said Arthur Brotherton to pay him the last mentioned sum of money, when he the said James Kirk should be thereto afterwards required. And whereas also afterwards to wit on the same day and year last mentioned, and in the life time of the said James Kirk at the County aforesaid and in the District aforesaid, in consideration that the said Arthur Brotherton at the like special instance and request of the said James Kirk, had before that time sold and delivered to the said James Kirk, divers other goods wares and merchandizes, he the said James Kirk then and there undertook and faithfully promised the said Arthur Brotherton to pay him so much money as the said goods wares and merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof, when he the said James Kirk should be thereto afterwards required, And the said Arthur Brotherton avers that the said goods wares and merchandizes last mentioned were reasonably worth other One thousand Eight hundred dollars, and sixty two cents and a half cent, at the time of the sale and delivery thereof to wit at the County aforesaid in the District aforesaid, whereof the said James Kirk then and there had notice, Nevertheless the said James Kirk in his life time, and the said Susannah Kirk and William Williams since the death of the said James Kirk, the several promises and undertakings aforesaid in form aforesaid made, notwithstanding the aforesaid several sums of money or any part thereof to the aforesaid Arthur Brotherton have not yet paid, nor has either of them done it (although to pay the same the said James Kirk in his life time, and the said Susannah Kirk and William Williams since the death of the said James Kirk, by the said Arthur Brotherton, have been often required) but to pay the same to him they have hitherto altogether refused and also the said Susannah Kirk and William Williams do refuse to pay the same to the said Arthur Brotherton, to his damage three thousand dollars, and there upon he brings suit &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams, On the third Monday in November in the year of Our Lord one thousand Eight hundred and thirty this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord one thousand Eight hundred and thirty, this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams, on the third Monday in November in the year of Our Lord one thousand Eight hundred and thirty this Cause was further continued.

Afterwards it is commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do summon thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful men of his County according to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Malches in and for the district of Adams on the first Monday in August in the year of Our Lord one thousand eight hundred and four. At which day to wit the same day is given to the parties aforesaid there and so forth. At which day to wit before the Judges of the Territory aforesaid at the Court aforesaid then and there held. Came as well the said Arthur Brothie as the said Susannah Kirk and William Williams by their Attorneys aforesaid. And the names of which mention is above made being called Certain of them came to wit. Sepe Bartie. Nathan Swayze. John W. White George Killian. John Boles. Simon Holmes. Daniel Grafton. Philander Smith. Adam Martin. David Granleaf. Henry Hunter Junr. and Peter Vandon who being impanelled chosen tried and sworn to speak the truth on the matters within contained say upon their Oaths that the said James Kirk in his life time did promise and undertake in manner and form as the said Arthur Brothie within in his declaration hath alleged against him. and they do assest the damages of the said Arthur Brothie on occasion of the sumers. besides his costs and charges by him about his suit in that behalf expended to thirteen hundred and twenty six dollars. Sixty three and a half cents. Wherefore it is considered by the Court here that the said Arthur Brothie do recover against the said Susannah Kirk Administratrix and William Williams Administrator as aforesaid the said sum of thirteen hundred and twenty six dollars sixty three and a half cents. for his damages aforesaid by the Jurors aforesaid in form aforesaid assayed. And also the sum of twenty one dollars and fifty cents for his said costs and charges by him in and about his suit in that behalf expended by the said Court now here adjudged to the said Arthur Brothie with his apent. which said damages costs and charges amount in the whole to thirteen hundred and forty eight dollars thirteen and a half cents. And the said Susannah Kirk and William Williams in money &c.

Maria Louise Ducros vs. Antonio Pagaro.

Heas before the Honorable Peter Bryan Bruin David Herr and Thomas Rodney Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Malches in and for the district of Adams on the first Monday in August in the year of Our Lord one thousand eight hundred and four. Be it remembered that heretofore to wit at a Superior Court of Law held at Malches in and for the district of Adams on the third Monday in June in the year of Our Lord one thousand eight hundred and two Maria Louise Ducros by Lyman Harding Esq. her Attorney brought into the Court aforesaid her bill against Antonio Pagaro in Custody of the Sheriff of Adams County in the district of Adams of a plea of Trespass on the Case. And there are pledges of precaution to wit John Doe and Richard Roe who said bill follows in their words to wit. District of Adams &c. Superior Court of Law

June Term 1802. Marie Louise Ducros Complainant of Antonio Segaro in Custody &c. of a plea of Trespass on the Case. For that whereas the said Antonio Segaro on the thirteenth day of May in the year of our Lord One thousand seven hundred and ninety seven at New Orleans town at the County of Adams in the District of Adams aforesaid made his certain note in writing commonly called a promissory note with his proper hand thereto subscribed bearing date on the day and year last mentioned, and then and there delivered the same note to the said Marie Louise Ducros, by which said note the said Antonio Segaro promised to pay to the said Marie Louise Ducros, by the name of Marie Louise Negro Woman the sum of two hundred and sixty dollars at the Commencement of the year seventeen hundred and ninety eight then next ensuing the date of said note, by reason whereof the said Antonio Segaro became liable to pay to the said Marie Louise Ducros the said sum of money contained in said note according to the tenor and effect of said note, and being so liable the said Antonio Segaro in Consideration thereof afterwards to wit on the day and year last mentioned at the County aforesaid in the District aforesaid undertook and then and there faithfully promised the said Marie Louise Ducros to pay her the said sum of money contained in said note according to the tenor and effect of said note, And whereas also the said Antonio Segaro afterwards to wit on the seventh day of December in the year of our Lord One thousand seven hundred and ninety seven at New Orleans aforesaid town at the County aforesaid in the District of Adams aforesaid made his certain other note in writing commonly called a promissory note with his proper hand thereto subscribed bearing date on the day and year last mentioned, and then and there delivered said last mentioned note to the said Marie Louise Ducros, by which said last mentioned note the said Antonio Segaro promised to pay to the said Marie Louise Ducros or her Order five months after the date of the said note the sum of one hundred and twenty two dollars and five Reals (equal in value to one hundred and twenty two dollars, and twenty two and a half Cents) for value received by the said Antonio Segaro in Merchandises by reason whereof the said Antonio Segaro became liable to pay to the said Marie Louise Ducros the said sum of money contained in said note last mentioned, according to the tenor and effect of said last mentioned note. And being so liable the said Antonio Segaro afterwards to wit on the day and year last mentioned at the County aforesaid in the District aforesaid in Consideration thereof undertook and then and there faithfully promised the said Marie Louise Ducros to pay her the said sum of money contained in said last mentioned note according to the tenor and effect of said last mentioned note. And whereas also the said Antonio Segaro afterwards to wit on the said seventh day of December in the year of our Lord One thousand seven hundred and ninety seven at New Orleans aforesaid town at the County aforesaid in the District of Adams aforesaid made his certain other note in writing commonly called a promissory note with his proper hand thereto subscribed bearing date on the day and year last mentioned, and then and there delivered said last mentioned note to the said Marie Louise Ducros, by which said last mentioned note the said Antonio Segaro promised to pay to the said Marie Louise Ducros or Order the sum of fifty three dollars at his the said Antonio Segaro's Arrival at Vatchez in the District aforesaid. And the said Marie Louise Ducros avers that the said Antonio Segaro did Arrive at Vatchez town on the twenty ninth day of December in the year last mentioned, and was then and there requested by the said Marie Louise Ducros to pay the contents of said note by reason whereof the said Antonio Segaro became liable to pay to the said Marie Louise Ducros the said sum of money contained in said note according to the tenor and effect of said note and being so liable the said Antonio Segaro in Consideration thereof afterwards to wit on the day and year last mentioned at the County aforesaid in the District aforesaid undertook and then and there faithfully promised the said Marie Louise Ducros to pay her the said sum of money contained in said last mentioned note according to the tenor and effect of said last mentioned note. And whereas also the said Antonio Segaro afterwards to wit on the day and year last mentioned at the District aforesaid was indebted to the said Marie Louise Ducros in the sum of one hundred and eighty dollars for divers goods wares and Merchandises by the said Marie Louise Ducros before that time sold and delivered to the said Antonio Segaro, and at his special instance and request, and being so indebted by the said Antonio Segaro in Consideration thereof afterwards to wit on the day and year last mentioned

at the County aforesaid in the District aforesaid, undertook and then and there faithfully promised the said Marie Louise Ducros to pay her the said sum of money, when he the said Antonio Segaro, should be thereto afterwards required, And whereas also the said Antonio Segaro, afterwards to wit, on the day and year last mentioned at the District aforesaid, accounted with the said Marie Louise Ducros, of and concerning divers sums of money, from the said Antonio Segaro to the said Marie Louise Ducros before that time due and owing and then and there in Arrear and unpaid, and upon that Account the said Antonio Segaro was then and there found in Arrear to the said Marie Louise Ducros in one hundred and Eight dollars, and being so found in Arrear the said Antonio Segaro, in Consideration thereof afterwards to wit, on the day and year last mentioned, at the County aforesaid in the District aforesaid took upon himself and then and there faithfully promised the said Marie Louise Ducros, that he the said Antonio Segaro would well and truly pay, and satisfy to the said Marie Louise Ducros the said one hundred and Eight dollars last mentioned, when he should be afterwards thereto requested. And whereas also the said Antonio Segaro, afterwards to wit on the same day and year last aforesaid at the District aforesaid, was indebted to the said Marie Louise Ducros in one hundred and Eight dollars for money by the said Antonio Segaro before that time lent and received to the use of the said Marie Louise Ducros, and being so indebted he the said Antonio Segaro in Consideration thereof afterwards to wit, on the same day and year last mentioned, at the County aforesaid, in the District aforesaid, undertook and then and there faithfully promised, the said Marie Louise Ducros to pay her the said sum of money last mentioned, when he should be thereto afterwards requested. Nevertheless the said Antonio Segaro his several promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid several sums of money or any part thereof to the aforesaid Marie Louise Ducros, hath not yet paid (altho to pay the same the said Antonio Segaro, by the said Marie Louise Ducros hath been often requested, but to pay the same to her the said Antonio Segaro hath without aliogether refused, and thus doth refuse to pay the same to the said Marie Louise Ducros, to her damage two thousand dollars, and therefore she brings Suit &c. And the said Antonio Segaro by A. Duncan, his Attorney, comes and defends the wrong and injury &c. when &c. and says that he never did promise and assume in manner and form, as the said Marie Louise Ducros hath complained against him in the within declaration and of this for trial puts himself upon the Country. And the said Marie Louise Ducros doth the like.

Afterwards to wit, at a Superior Court of Law held at Natchez in and for the District of Adams, on the third Monday in June in the year of Our Lord one thousand eight hundred and two, this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams, on the third Monday in November in the year of Our Lord one thousand eight hundred and two this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams, on the third Monday in June in the year of Our Lord one thousand eight hundred and two, this Cause was legally continued.

Afterwards to wit, at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and three, this Cause was further continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the

district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four. this cause was again further continued.
Afterwards it is remembered that the Sheriff of Adams County in the District of Adams and Territory of Arkansas, do summon thirty two good and lawful men of his County, and the Sheriff of Jefferson County in the district of Adams and Territory, do summon ten good and lawful men of his County. According to the directions of the Act of the General Assembly in such case made and provided. to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law to be holden at Hotchey in and for the district of Adams on the first Monday in August, in the year of our Lord one thousand eight hundred and four. By whom and so forth, who neither and so forth, to recognize and so forth. Because as well and so forth. The same day is given to the parties aforesaid there and so forth. At which day to wit, before the Judges of the Territory aforesaid, at the Court aforesaid, then and there held, came as well the said Marie Louise Ducros, as the said Antonio Figaro by their Attorneys aforesaid. And the Jurors of which mention is above made being called certain of them came to wit: William Scott, Robert Moore, Israel Smith, Patrick Foley, Bennet Truly, James Moore, Richard Lord, Seth Keiston, John Miller, John Stout, Chris to John Miller Isaac Henson, who being empaneled chosen tried and sworn to speak the truth on the matters within contained. Say upon their Oaths, that the said Antonio Figaro the matters within contained. Say upon their Oaths, that the said Marie Louise Ducros did promise and undertake in manner and form as the said Marie Louise Ducros hath above there of, complained against him, and they do assess the damages of the said Marie Louise Ducros, on account of the promises, besides his costs and charges by him about his suit in that behalf expended to seven hundred and twenty nine dollars and fifty two cents. Therefore it is considered by the Court here that the said Marie Louise Ducros do recover against the said Antonio Figaro the said sum of seven hundred and twenty nine dollars and fifty two cents, for his damages aforesaid by the Jurors aforesaid in form aforesaid assessed, and also the sum of eighteen dollars and fifty cents for his said costs, and charges by her about her suit in that behalf by the said Court now here adjudged to the said Marie Louise Ducros with her agent, which said damages costs and charges, amount in the whole to seven hundred and twenty eight dollars and two cents, And the said Antonio Figaro in mercy and so forth.

Patrick Connelley vs Maurice Custard

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires, Judges in and over the Mississippi Territory, at a Superior Court of Law held at Hotchey in and for the district of Adams, on the first Monday in August, in the year of our Lord one thousand eight hundred and four.
Be it remembered that heretofore to wit on the second Monday in November in the year of our Lord one thousand eight hundred and two, before the Judges of the Territory aforesaid, at a Superior Court of Law held at Hotchey in and for the district of Adams. The Justices of the County Court of Adams County transmit to the Superior Court aforesaid the Record and proceedings of a Plea, which was lately depending, before them in the County aforesaid. Between Patrick Connelley Plaintiff and Maurice Custard Defendant, and wherein the said County Court gave judgment for the Plaintiff, against the said Defendant, and from which said judgment the said Plaintiff prayed an Appeal into the Superior Court of Law aforesaid. The tenor of which said Record and proceedings is in the form following to wit: Mississippi Territory County of Adams. Pleas before Samuel Brooks and others his Associates Esquires, Justices of the County Court of Adams, on Tuesday the twelfth day of October, in the year of our Lord one thousand eight hundred and two, and in the twenty seventh year of their American Independence. Be it remembered that heretofore to wit at a Court of Common Pleas held for the County aforesaid, on Monday the fourth day of February, one thousand eight hundred and one, Patrick Connelley, by Lyman Harding his Attorney came into said Court and brought into the same his bill against Maurice Custard in custody &c. of a plea of trespass on the case, which Bill hath for Pleas for protection John Doe and Richard Roe. And in these words to wit Adams County Court of Common Pleas, February Term 1801. Patrick Connelley Complainant of Maurice Custard in Custody &c. of a plea of trespass on the case. For that whereas the said Maurice Custard on the first day of November, in the year of our Lord one thousand eight hundred

at the County of Adams aforesaid, was indebted to the said Patrick Connelley in the sum of one hundred and fifty dollars: at the special instance and request of the said Morris Custard, for him the said Morris Custard, and for his use, before that time said but not expended, and being so indebted the said Morris Custard afterwards took on the same day and year last mentioned at the County aforesaid in consideration thereof look upon himself and then and there faithfully promised the said Patrick Connelley to pay him the said one hundred and fifty dollars when he should be thereunto afterwards required. And when as also the said Morris Custard afterwards took on the same day and year last mentioned, at the County aforesaid was indebted to the said Patrick Connelley in other one hundred and fifty dollars for money he the said Morris Custard, before that time had had and received to the use of him the said Patrick Connelley, and being so indebted he the said Morris Custard in consideration thereof afterwards took on the same day and year last aforesaid, at the County aforesaid, undertook and then and there faithfully promised the said Patrick Connelley to pay him the said sum of money last mentioned when he should be thereunto afterwards required. Nevertheless the said Morris Custard his verbal promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid several sums of money or any part thereof to the aforesaid Patrick Connelley hath not yet paid. altho to pay the same the said Morris Custard by the said Patrick Connelley hath been often required, but to pay the same when the said Morris Custard hath hitherto altogether refused and still doth refuse to pay the same to the said Patrick Connelley to his damn of two hundred dollars and there upon he brings suit &c. And at rules held in the Prothonotaries office of the Court aforesaid in the month of March in the year last mentioned. Came the Plaintiff by his Attorney, and the Defendants being arrested and failing to appear, the solemnly called. Therefore it is considered by the Court that the Plaintiff recover against the said Defendant, what damages he hath sustained, by occasion of the Defendants non performance of the assumption in the declaration mentioned, and costs, which damages are to be enquired of by a Jury at the next Court, unless the Defendants shall appear here at the next rules and plead to issue, at which time took at rules held in the month of April in the Prothonotary's office of the Court aforesaid came the Plaintiff by his Attorney, and the Defendants and the Defendants still failing to appear, the again solemnly called. It is ordered that the Conditions Order of the last rules be confirmed, and that the damages be enquired of by a Jury at the next Court. Afterwards took on the 26th day of January 1802 until which time this Cause was continued. This Suit was transferred into the County Court of said County.

And now at this day took the day and year first above mentioned (viz) the which time this Cause was continued) came the Plaintiff by his Attorney and there upon came a Jury to wit, Ezekiel Dewitt, Israel Lure, John King, Moses Moore, Daniel Whistaker, Reuben Gibson, Abner Taylor, George William, Robert Strong, Morton, Montford Catlett, David Gibson and Thomas Freeman, who being Electors tried and sworn true and truly to enquire of damages in this Cause, returned the following verdict to wit: "We if the Jury find for the Plaintiff one Cent in damages and Costs of suit. Therefore it is considered by the Court that the Plaintiff recover against the said Defendant his damages aforesaid in manner and form aforesaid by the Verdict in their Verdict aforesaid assessed. And also his Costs by him about his suit in this behalf expended, and the Defendant in mercy &c.

From which Judgment of the Court the Plaintiff prayed an Appeal to the next Superior Court of Law to be holden for Adams District which is granted upon entering into Bond with two Securities in the Penalty of fifty dollars Conditioned According to Law.

Afterwards took at a Superior Court of Law held at Melchey in and for the District of Adams on the third Monday in November in the Year of Our Lord one thousand.

Eight hundred and two. This cause was legally continued. Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord one thousand eight hundred and three this cause was legally continued. Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three this cause was further continued. Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four. This cause was further continued.

Afterwards to wit it is commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid, do summon on thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid, do summon ten good and lawful men of his County. According to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four by whom and so forth, who neither & so forth to recognize and so forth because a mile and so forth. The same time is given to the Parties aforesaid then and so forth.

At which day to wit before the Judges of the Territory aforesaid at the Court aforesaid then and there held, came as well the said Patrick Connolly as the said Maurice Custard by their Attorneys aforesaid, and the Jurors of which mention is above made being called certain of them came to wit Nathan Swayne, George William, John Boles, Samuel Holmes, Daniel Grafton, Abraham Martin, David Greenleaf, Henry Hunter Junior, William Hoggatt, Peter Vandone, William G. Freeman and John Metcher, who being impanelled chosen true and sworn to speak the Truth on the matters within contained, say upon their Oaths, that the said Maurice Custard did promise and undertake in manner and form as the said Patrick Connolly hath above declared against him and they ascertained damages of the said Patrick Connolly besides his Costs and Charges by him about his suit in that behalf expended to one cent. Therefore it is considered by the Court here that the said Patrick Connolly do recover against the said Maurice Custard his said damages by the Jurors aforesaid in form aforesaid as aforesaid and also the sum of thirty two dollars and forty two cents for his said Costs and Charges by him expended in and about the prosecuting his said suit in that behalf by the said Court now here adjudged to the said Patrick Connolly with his apert which said damages Costs and Charges amount in the whole to thirty two dollars and forty three cents and the said Patrick Connolly in mercy and so forth.

William Kanner vs Ebenezer Rees

Hears before the Honorable Peter Bryan Bruin Bruin David Starr and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law holden at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four.

Be it remembered, that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of our Lord one thousand eight hundred and three William Kanner by Symon Harding Esquire his Attorney brought into the Court aforesaid his bill against Ebenezer Rees, in Custody of the Sheriff of Adams County in the District of Adams of a plea of trespass on the case. And there are pledges of prosecution

to wit John Doe and Richard Roe. which said bill follows in these words
 Court. District of Adams, Court Superior Court of Law June Term 1883. William
 Kenner Complainant of Ebenezer Rees, in Custody &c. of a plea of trespass on
 the Case. For that whereas the said Ebenezer Rees on the twenty ninth day
 of December in the year of Our Lord One thousand Eight hundred and one
 at Natchez in the District of Adams aforesaid made his certain note in
 writing commonly called a promissory note with his proper hands thereto
 subscribed, bearing date the day and year last mentioned, and then and
 there delivered the said note to the said William Kenner, by which said note
 the said Ebenezer Rees promised to pay to the said William Kenner or Order
 twelve months after date the sum of two hundred dollars, with interest
 from the date of said note, for value received, by reason whereof the said
 Ebenezer Rees became liable to pay to the said William Kenner the said sum of
 money contained in said note according to the tenor and effect of said
 note and being so liable the said Ebenezer Rees in consideration thereof
 afterwards to wit on the day and year last mentioned, at Natchez aforesaid
 in the District aforesaid, undertook and then and there faithfully promised
 the said William Kenner, to pay him the said sum of money contained in
 said note according to the tenor and effect of said note. Nevertheless the
 Ebenezer Rees his promise and undertaking aforesaid and made
 not in the least regarding the aforesaid sum of money or any part thereof
 to the aforesaid William Kenner hath not yet paid. (Altho to pay the same
 the said Ebenezer Rees by the said William Kenner hath been often required)
 but to pay the same to him the said Ebenezer Rees hath hitherto altogether
 refused and still doth refuse to pay the same to the said William Kenner
 to his damage four hundred dollars, and thereupon he brings suit &c.

And the said Ebenezer Rees by Abner Deming, his Attorney Comes and defends
 the wrong and injury when and where it and says that he never did promise and
 a promise upon himself in manner and for as the said William has complained
 against him and of this for trial puts himself upon the country and the
 Plaintiff doth the like &c.

Afterwards at a Superior Court of Law held at Natchez on and for the
 district of Adams on the third Monday in June in the year of Our Lord One
 thousand Eight hundred and three this cause was legally continued.

Afterwards Court at a Superior Court of Law held at Natchez on and
 for the district of Adams on the third Monday in November in the year of
 Our Lord One thousand Eight hundred and three this cause was further continued.

Afterwards Court at a Superior Court of Law held at Natchez on and for
 the District of Adams on the first Monday in February in the year of Our Lord
 One thousand Eight hundred and four this cause was again continued.

Afterwards Court it is commanded that the Sheriff of Adams County in
 the district of Adams and Territory aforesaid do summon thirty two good and law
 ful men of his County. And the Sheriff of Wilkinson County in the District
 of Adams and Territory aforesaid do summon ten good and lawful men of
 his County. According to the directions of the Act of the General Assembly in such
 case made and provided to be and appear before the Judges of the Territory aforesaid
 at a Superior Court of Law to be holden at Natchez in and for the district of
 Adams on the first Monday in August, in the year of Our Lord one thousand
 Eight hundred and four. By whom and so forth who me this and so forth
 Because as men and so forth. The same day is given to the parties aforesaid
 there and so forth. At which day Court before the Judges of the Territory aforesaid.

at the Court aforesaid then and there held came as witnesses said William Henner & the said Ebenezer Rice by their said Attorneys, and the Jurors of which mention is above made being called certain of them came to wit. Jesse Carter, Philander Smith, John H. White, Nathan Sayre, George Shuman, John Poles, Simon Holmes, Daniel Grafton, Abram Marden, David Greenleaf, Henry Hunter Junior and William Hoxgato, who being sworn and sworn to speak the truth concerning the matters within contained. Say upon their Oaths that the said Ebenezer Rice did promise and undertake in manner and form as the said William Henner in his aforesaid declaration hath complained against him and they do set up the damages of the said William Henner on Account of the premises, besides his Costs and Charges by him about his suit in that behalf expended to two hundred and twenty five dollars forty Eight and a half Cents. Therefore it is Considered by the Court here that the said William Henner do recover against the said Ebenezer Rice the said two hundred and twenty five dollars forty Eight and a half Cents for his damages aforesaid by the Jurors aforesaid in form aforesaid. And also the sum of Eighteen dollars and fifty Cents for his said Costs and Charges by him expended in and about the prosecuting his said suit in that behalf by the said Court now here adjudged to the said William Henner with his agent, which said damages Costs and Charges amount in the whole to two hundred and forty three dollars ninety Eight & a half Cents. And the said Ebenezer Rice in money &c.

William Henner vs Samuel Timberlake

Held before the Honorable Peter Bryan Brown David Her and Thomas Rideney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord One thousand Eight hundred and four.

Be it remembered that heretofore to wit, at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord One thousand Eight hundred and three William Henner by Lyman Harding his Attorney brought into the Court aforesaid his bill against Samuel Timberlake in and to wit of the Sheriff of Adams County in the district of Adams in a plea of trespass on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in their words to wit. Adams District of Superior Court of Law June Term 1813. William Henner complains of Samuel Timberlake in and to wit of a plea of trespass on the Case. For that whereas at the time of making the promise and undertaking herein after mentioned, and before and afterwards the said Samuel Timberlake and one Samuel Hancock now deceased in the life time of the said Samuel Hancock were persons trading by way of Merchants and using Commerce together to wit at Natchez in the district of Adams aforesaid, and the said Samuel Timberlake and Samuel Hancock then, and before and after and, were then partners in the said Trade and Commerce, which said Samuel Hancock the said Samuel Timberlake hath survived. And whereas the said Samuel Hancock in his life time to wit on the fourteenth day of November in the year of our Lord one thousand Eight hundred at Natchez aforesaid in the District aforesaid for himself and the said Samuel Timberlake his said Partner made a certain note in writing commonly called a promissory Note with his own proper hand being there to Subscribed bearing date on the day and year last mentioned, and then and there for himself and the said Samuel Timberlake his said Partner, delivered the said note to the said William Henner, and thereby for himself and the said Samuel Timberlake

Timberlake his partner then, promised to pay to the said William Henner on or before the first day of January then next ensuing the date of said note the sum of five hundred and three dollars and thirty four cents for value received and by reason thereof the said Samuel Timberlake and Samuel Hancock in the life time of the said Samuel Hancock, became liable to pay to the said William Henner the said sum of money contained in said note according to the tenor and effect of said note, and being so liable they the said Samuel Timberlake and Samuel Hancock in the life time of the said Samuel Hancock in consideration thereof afterwards to wit on the same day and year aforesaid, at Starchez aforesaid in the District aforesaid, undertook and then and there faithfully promised the said William Henner to pay him the said sum of money contained in said note according to the tenor and effect of said note. Nevertheless the said Samuel Timberlake and Samuel Hancock in the life time of the said Samuel Hancock this promise and undertaking, aforesaid in form aforesaid made, not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid William Henner have not yet paid, nor has the said Samuel Timberlake paid the same since the death of the said Samuel Hancock, with the to pay the same the said Samuel Timberlake and Samuel Hancock in the life time of the said Samuel Hancock have, and the said Samuel Timberlake since the death of the said Samuel Hancock by the said William Henner has been often required, with to pay the same to him the said Samuel Timberlake and Samuel Hancock, in the life time of the said Samuel Hancock have hitherto altogether refused, and the said Samuel Timberlake still refuses to pay the same to the said William Henner to his damage eight hundred dollars and therefore he brings suit &c.

And the said Samuel Timberlake by Samuel McMahon his Attorney comes and defends the wrong and injury whereof, and says that he did not know and appears in manner and form as the Plaintiff hath alleged against him in his declaration, and hereof for trial he puts himself upon the country and the Plaintiff doth the like &c.

Afterwards to wit at a Superior Court of Law held at Starchez in and for the district of Adams, on the third Monday in June in the year of Our Lord One thousand Eight hundred and three this cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Starchez in and for the District of Adams on the third Monday in November in the year of our Lord one thousand Eight hundred and three this cause was again continued.

Afterwards to wit at a Superior Court of Law held at Starchez in and for the district of Adams on the first Monday in February in the year of Our Lord one thousand Eight hundred and four this cause was again continued.

Afterwards it is commanded that the Sheriff of Adams County, in the district of Adams and Territory, aforesaid, do summon thirty two good and lawful men of his County and the Sheriff of Milsonow County, in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the Act of the General Assembly, in such case made and provided to be and appear before the Judges of the Territory, aforesaid, at a Superior Court of Law held at Starchez in and for the district of Adams on the first Monday in August, in the year of Our Lord one thousand eight hundred and four, by whom and so forth, who neither and so forth to recognize, And so forth. Because as well and so forth. The same time is given to the parties aforesaid, there and so forth. At which day, to wit before the Judges of the Territory aforesaid, at the Court aforesaid then and there held, came as well the said William Henner, as the said Samuel Timberlake by their Attorneys aforesaid. And the Jurors of

which mention is above made, being called certain of them came to wit. Israel Smith Patrick
Joley James Elbow Richard Lord, John Muller, Seth Egston, William Brooks, David Fleming,
Luke Whiting, William Turner, John Thacker, and Joseph Strickland, who being sworn
sworn to speak the truth on the matters within contained say upon
their Oaths, that the said Samuel Timberlake did promise and undertake, in manner and
form as the said William Turner, hath above thereof complained against him, and they
do as the damages of the said William Turner, on occasion of the promises besides
his costs and charges, by him about his suit in that behalf expended to four hundred
and sixty eight dollars and seventeen cents. Therefore it is considered by the Court here that
the said William Turner do recover against the said Samuel Timberlake, the said sum of
four hundred and sixty eight dollars and seventeen cents for his damages aforesaid
by the jurors aforesaid, in form aforesaid as aforesaid, and also eighteen dollars and
fifty cents, for his said costs and charges, by him expended, in and about prosecuting
his said suit, in that behalf by the said Court now here adjudged to the said William
Turner with his Agent, which said damages costs and charges amount in the whole to
four hundred and eighty six dollars, and sixty seven cents. And the said Samuel Tim-
berlake in money, and so forth.

Whitson Evans & Co. vs Daniel Douglass

Pleas before the Honorable Peter Bryan, Brinn David Herr and Thomas Keeney, Esquires,
Judges in and over the Mississippi Territory, at a Superior Court of Law held
at Natchez in and for the District of Adams, on the third Monday in
August, in the year of Our Lord One thousand Eight hundred and four.

Be it remem bered that heretofore Court at a Superior Court of Law held at Natchez
in and for the District of Adams on the third Monday in June in the year of our
Lord one thousand eight hundred and three, Whitson Evans and John Evans by
Abner L. Duncan their Attorney brought into the Court aforesaid their bill against
Daniel Douglass in Custody of the Sheriff of Adams County, in the District of Adams
of a plea of trespass on the case, and there are folios of prosecution Court John
Doo and Richard Roe, which said bill follows in their words to wit, "Superior
Court of Law, Adams District of June Term 1803. Whitson Evans and John Evans
complain of Daniel Douglass in Custody &c. of a plea of trespass on the case. Nor
that whereas at the time of making the several promises and undertakings
hereafter mentioned, and before and afterwards the said Whitson Evans and
John Evans were partners in trade. And whereas the said Daniel Douglass
on the thirtieth day of October in the year of Our Lord One thousand Eight
hundred and two, at a place called New Orleans, to wit at the County of Adams
and District aforesaid, made his certain note in writing commonly called a
promissory note, subscribed with his own proper hand writing bearing date the
said day and year aforesaid, and then and there delivered the said note to the
said Whitson Evans and John Evans, by the name of Whitson Evans & Co. or Order
promised to pay the said Whitson Evans & Co. by the name of Whitson Evans & Co.
the sum of three hundred fifty five dollars two and one half cents, equal in value
to three hundred and fifty five dollars, and thirty one cents, money of the United States,
for value received of him the said Daniel Douglass, by reason whereof the said Dan-
iel Douglass became liable to pay to the said Whitson Evans & Co. the said sum of
money contained in said note, according to the tenor and effect of said note, and
being so liable he the said Daniel Douglass, in consideration thereof afterwards
to wit, on the same day and year, at the County of Adams aforesaid, undertook
and faithfully promised the said Whitson Evans & Co. to pay them the said sum of money
contained in said note, according to the tenor and effect of said note. And that the
said Daniel Douglass his promise and undertaking in form aforesaid made not
in the least regarding the aforesaid sum of money or any part thereof to the
aforesaid Whitson Evans & Co. hath not yet paid, altho to pay the same the said
Daniel Douglass by the said Whitson Evans & Co. hath been often requested, but do

pay the same to him the said Daniel Douglass hath altogether refused and doth refuse, to pay the same to the said Whitson Evans & Co. to their damage seven hundred dollars, and thereupon he brings suit &c.

And the said Daniel Douglass by Samuel Libbaho his Attorney comes and defends the wrong and injury which he And says that he did not Assume and promise in manner and form as the Plaintiff hath alleged against him and hereof for trial he puts himself upon the Country, &c.

Afterward to wit, at a Superior Court of Law held at Watachez in and for the district of Adams, on the third Monday in June in the year of Our Lord One thousand eight hundred and three this Cause was legally continued.

Afterward to wit, at a Superior Court of Law held at Watachez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three this Cause was legally continued.

Afterward to wit, at a Superior Court of Law held at Watachez in and for the district of Adams on the first Monday in February in the year of Our Lord One thousand eight hundred and four this Cause was further continued.

Afterward to wit, it was commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid, do summon thirty two good and lawful men of his County, and the Sheriff of Dickinson County in the district of Adams and Territory aforesaid, do summon ten good and lawful men of his County, according to the directions of the Act of the General Assembly in such Case made and provided, to be and appear before the Judges of the Territory, aforesaid, at a Superior Court of Law to be holden at Watachez in and for the district of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and four. By whom And so forth, who neither And so forth, to recognize And so forth. Because as well and so forth. The same time is given to the parties aforesaid then And so forth. At which day, to wit before the Judges of the Territory aforesaid, at the Court aforesaid then and there held, came as well the said Whitson Evans & Co. by their Attorney aforesaid as the said Daniel Douglass by his Attorney aforesaid. And the Jurors of which mention is above made being called, certain of them came to wit, Jesse Carter, Philander Smith, John H. White, Nathan Swayze, George William, John Boles, Simon Holmes, Daniel Lyrafton, Abram Martin David Greenleaf, Henry Hunterdon, and William Hoagland, who being empanelled sworn tried and sworn to speak the truth on the matters within contained. Say upon their Oaths, that the said Daniel Douglass did promise and undertake in manner and form as the said Whitson Evans & John Evans have above shewed in their declarations Complain- ed against them. And they do Assess the damages of the said Whitson Evans and John Evans, sustained by reason of the non performance of the promise and undertaking aforesaid to three hundred and eighty three dollars and ten cents, besides their costs and charges by them in and about their suit in that behalf expended. Therefore it is considered by the Court here that the said Whitson Evans and John Evans do recover against the said Daniel Douglass, the said sum of three hundred and eighty three dollars and ten cents, for his damages aforesaid by the Jurors aforesaid in form aforesaid Assessed, and also the sum of dollars and cents for his said costs and charges by them expended in and about prosecuting his said suit, in that behalf by the said Court, now here adjudged to the said Whitson Evans and John Evans with their costs And the said Daniel Douglass in mercy, and so forth.

Ezekiel Devitt vs. Simon Spring

Plas before the Honorable Peter Bryan, Braim, David Herr and Thomas Kidney Judges, in and over the Mississippi Territory, at a Superior Court of Law held at Natchez, in and for the district of Adams, on the first Monday in August, in the year of Our Lord One thousand eight hundred and forty.

Be it remembered that heretofore to wit on the third Monday in June in the year of Our Lord, one thousand eight hundred and three, before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the district of Adams, the Justices of the County Court of Adams County, transmitted to the Superior Court aforesaid the Record and proceedings of a plea, which was lately depending before them in the County aforesaid between Ezekiel Devitt, Plaintiff and Simon Spring Defendant and wherein the said County Court gave judgment for the said Plaintiff against the said Defendant and from which said judgment, the said Defendant prayed an Appeal unto the Superior Court aforesaid. The tenor of which said Record and proceedings is in form following to wit: "Mississippi Territory Adams County ss. Plas before Samuel Brooks, and Otho his Associates Justices of the County Court for the County of Adams, at the Court house thereof in the City of Natchez, on Wednesday the eighth day of June 1803. in the 28th year of American Independence.

Be it remembered that heretofore to wit at a Court held for said County; on Wednesday the fourth day of November eight hundred and one, Ezekiel Devitt by Abner Spuncan his Attorney, came here into Court, and exhibited his certain bill against Simon Spring in custody &c. of a plea of debt, and there are pledges for prosecution to wit John Doe and Richard Roe, and is in the following words to wit, Ezekiel Devitt complains of Simon Spring in custody &c. of a plea that he render to him twenty dollars which to him he owes and from him unjustly detains &c. For that whereas the said Simon Spring on the second day of November in the year of Our Lord One thousand seven hundred and ninety one, at the Chickasaw Nation to wit in the County of Adams aforesaid, by his certain writing obligatory sealed with his seal, and to the Court here shown, bearing date the day and year aforesaid, and acknowledged himself to be held and firmly bound to the said Ezekiel Devitt in the said twenty dollars, to be paid to the said Ezekiel when he should be thereunto required. Yet the said Simon Spring at the often required has not paid the said twenty dollars to the said Ezekiel Devitt, but has hitherto altogether refused, and still doth refuse to pay the same to him the said Ezekiel Devitt, who is damaged fifty dollars and therefore he brings Suit &c. And the said Simon Spring by James Wallace his Attorney comes, and says he ought not to be charged with the said debt or writing obligatory, by virtue of the said writing, because he says that the said writing is not the deed of the said Simon Spring, and of this he puts himself upon the Country. And the said Ezekiel Devitt doth the same. And for further Plea in this behalf, by leave of the Court first had and obtained, and according to the form of the Statute in such case lately made, adopted and provided the said Simon Spring, by James Wallace his Attorney, comes and defends the wrong and injury, when &c. and says that the said Ezekiel ought not to have his said Action thereupon against him, because according to the form of the Statute lately made adopted and provided, the said Simon says, that he the said Simon before the suing out of the said Original writ of the said Ezekiel Devitt at the County of Adams aforesaid paid to the said Ezekiel Devitt the sum of twenty dollars and all interest due thereon to such payments, and this he is ready to verify, wherefore he prays judgment if the said Ezekiel ought to have his said Action thereof against him. And the said Ezekiel by Abner Spuncan his Attorney saith, that for aught he hath alleged in his said last mentioned plea, he ought to have and maintain his said Action against the said Simon, because the said Simon never has paid the said twenty dollars and all interest due thereon to the said Ezekiel as is alleged, and of this for true he puts himself upon his Country &c. And the said Defendant doth the like &c.

And after in to wit on the twenty fifth day of January in the year of our Lord one thousand eight hundred and two. this cause by virtue of the Statute of this Territory was transferred into the County Court of the

and attorneys, were at a Court of Common Pleas continued
and held for said County, at the Court house thereof on Monday
the fifth day of June in the year next aforesaid, this Cause was legally continued

And afterwards tried at a Court of Common Pleas continued and held for said County at the Court House thereof on Monday the first day of October in the same year as next before this Court was legally continued

but on at the day to wit the same day and year first above mentioned
came the parties in this said Alleged and thereupon came a Jury to wit
William Lintott, William Clark, John Martin, David Greenleaf, John Harris
James Carter, John Cushman, Thomas Ford, Abner Gaultney, Joseph
Strong, John T. and Charles King, who being duly sworn and sworn this
said Jury to be the Jury sworn upon their Oath to say that the Defen-
dant hath not paid the debt in the declaration mentioned, and all legal
costs thereon as in and under the said Alleged and therefore find for the
plaintiff the sum of \$1000.00 in the declaration mentioned
and also \$100.00 and cents damages for the detention of the
same with costs and that therefore it is awarded in the Court that the
plaintiff recover against the said Defendant his debt and damages afore-
said and costs and be assessed in the sum of three hundred and
thirty dollars and cents in him about his debt in this behalf expended
and the said Defendant in costs &c.

and he continues to act on the same way of the then aforesaid, came
the said defendant by his said attorney and prayed an Appeal to the
next Superior Court of Law he having given bond with Security to the
Satisfaction of the Court in the sum of Conditional according to law
the same appeal is granted.

stayed with it and for a long time at St. Petersburg and
by the instructions of the Holy Synod in the year of our
2000 in the year 1812 and then the cause was again continued.

and that at a later time held at Exeter in and for
the purpose of them on the 11th, Monday in November in the year of our
and the same day to be held and that the same was again continued.

the station was built at a Superior Court of Circuit at that time, and for the district. It was on the first Monday in February in the year of our Lord 1871. There was light rain at that time. There was no frost at that time.

I have been informed that the Sheriff of Columbia County in the
 district of Georgia is a person of a common & vulgar character & has
 the men of his own shire & the Sheriff of Columbia County in the district
 of Georgia is a person of a common & vulgar character & has
 his County in the district of Georgia is a person of a common & vulgar
 character & has the men of his own shire & the Sheriff of Columbia County
 in the district of Georgia is a person of a common & vulgar character & has
 the men of his own shire & the Sheriff of Columbia County in the district
 of Georgia is a person of a common & vulgar character & has the men
 of his own shire & the Sheriff of Columbia County in the district of Georgia
 is a person of a common & vulgar character & has the men of his own
 shire & the Sheriff of Columbia County in the district of Georgia is a
 person of a common & vulgar character & has the men of his own shire
 & the Sheriff of Columbia County in the district of Georgia is a person
 of a common & vulgar character & has the men of his own shire & the
 Sheriff of Columbia County in the district of Georgia is a person of a
 common & vulgar character & has the men of his own shire & the Sheriff
 of Columbia County in the district of Georgia is a person of a common
 & vulgar character & has the men of his own shire & the Sheriff of
 Columbia County in the district of Georgia is a person of a common &

David Hemmings, Luke Whiting, William Turner, John Shackler, Joseph Strickland, John L. McKee, John Craven and Lee Baker, who being, empannelled, chosen tried and sworn to speak the truth on the matters within contained say upon their Oaths that as to the said issue between the parties aforesaid, first within joined, that the within mentioned writing obligatory is the deed of the within named Simon Spring, as the said Ezekiel Dwight hath in his declaration alleged. And as to the said issue between the parties aforesaid secondly within joined, the said jurors upon their Oaths aforesaid further say that the said Simon Spring, did not pay unto the said Ezekiel Dwight, the said sum of twenty dollars and all interest thereon due, as the said Ezekiel Dwight in his replication aforesaid hath alleged, in this behalf, and they find the said sum of twenty dollars in the said declaration mentioned is justly due to the said Ezekiel Dwight on the writing obligatory aforesaid, and they assess the damages of the said Ezekiel Dwight by reason of the detention of the debt aforesaid to the sum of fifteen dollars and thirty cents besides his costs and charges by him about his suit in that behalf expended, therefore it is considered by the Court here that the said Ezekiel Dwight do recover against the said Simon Spring, as well the said sum of twenty dollars his debt aforesaid, as the sum of fifteen dollars and thirty cents for his damages by the tenors aforesaid in form aforesaid appeared to be sustained by reason of the debt aforesaid, as also the sum of thirty one dollars and five cents for his said costs and charges by him about his suit in that behalf expended, by the said Court now here adjudged to the said Ezekiel Dwight, with his apent, which said damages costs, and charges & debt aforesaid, amount in the whole to sixty six dollars and thirty five cents, and the said Simon Spring, in mercy & for sake.

Turner H. or vs Speed & Kemper

Plas before the Honorable Peter Bryan Brum David Kerr and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez, in and for the district of Adams on the first Monday in August, in the year of Our Lord One thousand eight hundred & four.

Be it remembered that heretofore to wit, at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in June in the year of Our Lord One thousand eight hundred and three Henry Turner and Daniel W. Bon by James Wallace and Edward Turner their Attornies brought into the Court aforesaid their bill against James Speed and Reuben Kemper in Custody of the Sheriff of Adams County in the district of Adams of a plea of trespass on the Case, and there are pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit: "Mississippi Territory, Adams District, Superior Court June Term 1803. Henry Turner and Daniel W. Bon Merchants trading in Merchandize, under the name and firm of Henry Turner and Company, by James Wallace and Edward Turner their Attornies. Complain of James Speed and Reuben Kemper, and pray that they may be taken into Custody &c to Answer them the said Henry Turner and Daniel W. Bon of a plea of trespass on the Case: For that whereas the said James Speed and Reuben Kemper on the fifteenth day of November, in the year of Our Lord One thousand eight hundred and two, and for divers years then last past, and ever since, and yet, are owners of a certain Ballance called the Thomas Jefferson, Commanded by a certain Ezekiel Dougherty then being in the Port of New Orleans in part of his Catholic Majesty's dominions, and was then, as the said James Speed and Reuben Kemper said, about to come and sail from thence to the Port of Natchez, And whereas on the said fifteenth day of November, in the year last above mentioned, at New Orleans to wit, at Natchez aforesaid, at the County of Adams and district aforesaid, in consideration that the said Henry Turner & Daniel W. Bon, at the special Instance and request of the said James Speed, and Reuben Kemper, had delivered to the said James Speed and Reuben Kemper, divers goods and merchandizes to wit Twenty six Hogsheads, Sarses, and Castles, Twelve Barrels, Eleven Cases and Boxes, Twenty six Amoles, four

chests and four trunks, all marked DWTC of and belonging to the said Henry
 Turner, and Daniel Moore of the value of Eight thousand dollars. in good order
 condition to be well and safely carried and transported by them in their
 Boat up the Mississippi River from New Orleans aforesaid to Natchez aforesaid
 the danger of the river only excepted, for the reasonable and customary freight
 or competent sum of money to be then to be paid by the said Henry Turner
 Daniel Moore to the said James Speed and Reuben Kemper. The said James
 and Reuben Kemper, undertook and then and there took at New Orleans aforesaid
 Court at Natchez aforesaid in the County and district aforesaid, faithfully prom-
 ised the said Henry Turner, and Daniel Moore, to deliver the said several
 horses, Barrels Cases, Bundles, Chests and Trunks, in like good order and condi-
 tion, safely and securely, as they received them, to the said Henry Turner, or his
 assigns, the danger of the river excepted, Court at Natchez aforesaid in the
 County and district aforesaid, and they the said James Speed and Reuben
 Kemper, afterwards took on the said fifth day of November in the year
 last aforesaid, by the said Ezekiel Bennett, their Agent and Agent, properly
 authorized for this purpose signed the bill of lading for the said goods and
 merchandise at the Port of New Orleans to carry up the Mississippi River
 aforesaid to the port of Natchez aforesaid, yet the said James Speed and Reuben
 Kemper, not regarding their said promise. And notwithstanding, but con-
 trived and fraudulently undertakings craftily and subtly to deceive
 and defraud the said Henry Turner and Daniel Moore, did not deliver the said
 goods and merchandise to the said Henry Turner, or his assigns in the like
 good order and condition. They received them at the Port of New Orleans
 aforesaid, but to do that which was required and refused (at the often request
 of the said James Speed and Reuben Kemper, to perform their said
 promise, and notwithstanding hath wholly refused, and still doth refuse, where-
 by the said goods and merchandise, to wit one Cask of Sapanwood ware, two
 Casks of Tin Ware, two Sappanwood, and two Casks of glass Lumblers were
 in the said James Speed and Reuben Kemper their Servants and Agents
 after the said fifth day of November in the year last aforesaid, and before
 the first day of January in the year of our Lord eighteen hundred and three
 next before the delivery of the said Casks, Bundles, Boxes, Barrels and Bundles to
 the said Henry Turner, Court at Natchez aforesaid, in the County and district
 aforesaid. So negligently and imprudently managed in conveying them from
 the Port of New Orleans aforesaid up the Mississippi River to Natchez aforesaid
 said that for want of the good care and attention of them the said James Speed
 and Reuben Kemper their Servants and Agents, to wit the said one Cask of
 Sapanwood Tin Ware, two Casks of Tin Ware not Sapanwood and two Casks of
 glass Lumblers were then and there stored and the said Casks being so stored
 at Natchez the said Sapanwood Tin Ware and glassware, by that means
 was damaged, in and through the negligence and inattention of the said James
 Speed and Reuben Kemper their Servants and Agents, by breaking and water
 and sand and mud, whereby the said Henry Turner and Daniel Moore lost
 all the use and advantage and profit which they might have had and
 received in the sale of the said goods Ware and Merchandise by the said
 James Speed and Reuben Kemper not delivering the said Casks goods and
 merchandise in good order and condition to the said Henry Turner at Natchez
 aforesaid, and the said Henry Turner and Daniel Moore lost the greatest
 part of the said Sapanwood Ware Tin Ware and glassware whereupon the
 said Henry and Daniel say that they are prejudiced and have sustained damage
 to the value of three hundred dollars. Therefore they being sworn H²
 If the facts be as they say and you agree so the Court doth award that the

said James and Reuben by both Lewis their Attorney, and defend the wrongs injury
wherein I say that the said Henry and Daniel ought not to have and maintain
their action aforesaid against them, because they say that they did not appear
upon themselves in manner and form as the said Henry and Daniel above
in their declaration have alleged against them and of this they put them
selves upon the country. And the Plaintiffs do the like.

And for further plea in this behalf, according to the form of the Statute in
such case made and provided, the said Defendants by their Attorney aforesaid
do say that the said Plaintiffs ought not to have or maintain their action aforesaid
said against them, because they say that before the day of bringing out the ori-
ginal writ of the said Plaintiffs in this cause, to wit on the twenty eighth
day of December, in the year of Our Lord One thousand eight hundred and
thirty, at Natchez in the County of Adams in the district aforesaid, all and
singular the matters in controversy, in the said Plaintiffs declaration men-
tioned, had been and were then and there depending and existing, and un-
settled between the said Plaintiffs and the said Defendants and for settle-
ment and determination of which said matters of controversy, as pending,
and unsettled, as aforesaid, between the said Plaintiffs and the said Defendants
as well the said Plaintiffs acting by the said Henry Turner, then acting Part-
ner in this behalf, acting for himself and the said Daniel W. Bone as the same
Defendants by the aforesaid Reuben Kemper, acting in this behalf for himself
and the said James Speed, afterwards to wit on the same day and year last
aforesaid, at Natchez in the County aforesaid, did put themselves upon the
Arbitration, or Order and final determination of Loc Baker, James Andrews
and William J. McCormick Gentlemen Merchants of Natchez aforesaid Arbitrators by
the said Plaintiffs and the said Defendants indifferently and mutually chosen and
named to arbitrate, to judge and determine, and finally to settle all the matters of
controversy aforesaid between the said Plaintiffs and the said Defendants, whereupon
the said Plaintiffs afterwards to wit the same day and year last aforesaid at
Natchez Court in the County aforesaid, in consideration that the said Defendants
at the special instance and request of the said Plaintiffs had appeared upon
themselves, and to the said Plaintiffs then and there faithfully promised that
they the said Defendants would well and truly perform and fulfill the award
aforesaid of them the said Loc Baker James Andrews, and William J. McCormick
so as aforesaid to be made, and on the part of them the said Defendants to be
performed and fulfilled, upon themselves appeared and to the said Defendants
then and there faithfully promised, that they the said Plaintiffs would well and
truly perform and fulfill the award aforesaid of them the said Loc Baker James
Andrews, and William J. McCormick so as aforesaid to be made, and on
the part of them the said Plaintiffs to be performed and fulfilled, according
to the tenor and effect of the said award to be made as aforesaid, and
the said Defendants in fact do say that the said Loc Baker James Andrews
and William J. McCormick, afterwards to wit on the same day and year
last aforesaid at Natchez in the County aforesaid did take upon themselves the
charge of the Arbitration aforesaid, between the said Plaintiffs and the said
Defendants, and did then and there upon the premises aforesaid make their
award in writing signed with the proper hands and names of the said Loc Baker
James Andrews and William J. McCormick, and dated the same day and year
last aforesaid, in the words and figures following to wit "We the undersigned
having been called upon by Henry Turner and Reuben Kemper to determine
as to some damaged goods belonging to Mr Turner, brought from New Orleans
by Kemper's barge, are of opinion that said goods did not receive damage
while in the barge, and consequently give it as our opinion that the same
is not liable. Signed Loc Baker James Andrews, William J. McCormick Natchez
December the twenty eighth 1852. of which said award the said Plaintiffs

on the same day and year aforesaid, at Natchez at the County aforesaid has entered and the said Defendants in fact do say, that they have well and truly performed fulfilled and kept their promise and undertaking, aforesaid respecting the Arbitrations and award aforesaid, according to the tenor and effect thereof and the said Defendants in fact do further say that the Barge or Boat in the said award mentioned is the same Barge called the Thomas Jefferson in the declaration of the said Plaintiffs above mentioned, and that the said goods in the said award mentioned, are the same goods wares and Merchandises above in the said declaration mentioned as having received damage; and also that the matter and matters of Controversy contained in the said Declaration are the same matters of Controversy mentioned in and determined by the said award, by which said award the said Defendants are exonerated and acquitted from the Charges in the said declaration contained. And that the said Defendants are ready to verify, wherefore they pray Judgment whether the said Plaintiffs ought to have and maintain their Action against them. And the said Henry Turner and Daniel Moon for the Application in this behalf say &c. because they say that all and singular the matters of Controversy in the declaration aforesaid set forth as pending between the parties aforesaid, have not heretofore nor have not at any time since been finally determined by an award, in manner and form as by the plea aforesaid is alleged, and that they pray may be inquired of by the Country &c. And the Defendants do the like —

Afterwards to wit, at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord One thousand eight hundred and three this Cause was legally continued.

Afterwards to wit, at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three this Cause was again continued.

Afterwards to wit, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of Our Lord One thousand eight hundred and four this Cause was further continued.

Afterwards to wit it is commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the Act of the General Assembly in such Case made and provided, to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez, in and for the District of Adams on the first Monday in August in the year of Our Lord one thousand eight hundred and four. (By whom and so forth, who neither and so forth to recognize and so forth Pecunia as well and so forth. The same day is given to the parties aforesaid there and so forth. At which day to wit before the Judges aforesaid of the Court aforesaid then and there held came as well the said Plaintiffs as the said Defendants by their Attorneys aforesaid and the names of which mention is above made being called, certain of them came to wit, Jesse Carter, Nathan Sways William Scott George Hillman John Boies Simon Holmes Philander Smith David Greenleaf Henry Hunter Junior Jacob Brunch Richard Lord and Reuben Denham who being duly elected impanelled and sworn to speak the truth on the matters therein contained, having retired and returned to the Bar, for the purpose of delivering their verdict, the Plaintiffs being solemnly called, came not, but therein made default. Whereupon

It was ordered by the court, that a nonist be entered, and that the said Plaintiffs take nothing by their said writ, but that for their false claim be in mercy, and that the said Defendants hereupon go without day - And it is further considered by the court that the said Defendants, do recover against the said Plaintiffs the sum of dollars and cents for their costs and charges by them in and about this suit, in that behalf expended, and that the said Defendants have execution thereof and to forth -

Jacob Bunch vs. Isaac Gaillard.

Plaus before the Honorable Peter Tryan, Edwin David Kerr and Thomas Rodney Esquires, Judges, in and over the Mississippi Territory, at a Superior Court of Law held at Starches in and for the district of Adams on the first Monday in August, in the year of Our Lord One thousand eight hundred and thirty three. Be it remembered that heretofore to wit, at a Superior Court of Law held at Starches in and for the district of Adams on the third Monday in June in the year of Our Lord One thousand eight hundred and thirty three, Jacob Bunch by Ebenezer Bradish his Attorney brought into this Court, aforesaid his bill against Isaac Gaillard in Custody of the Sheriff of Adams County, in the district of Adams of a plea of Covenant broken. And there are pledges of prosecution to wit, John Doe and Richard Roe, which said bill follows in these words to wit, Adams District Superior Court of Law, Term 1833. Jacob Bunch Complain of Isaac Gaillard in Custody, &c. of a plea of Covenant broken, For that whereas by certain Articles of Agreement, made and agreed upon, at the County and district of Adams on the first day of December, in the year of Our Lord One thousand eight hundred and one, between the said Isaac Gaillard of the one part and the said Jacob Bunch of the other part, which said Articles of Agreement sealed with the seal of the said Isaac Gaillard the said Jacob Bunch being present in Court, bearing date the same day and year above said. That whereas the said Jacob Bunch, by said Articles of Agreement did Covenant and Agree with the said Isaac Gaillard, to have him as an Overseer on his different Plantations, to manage his negroes and take care of the Stock, belonging to each Plantation and to brand and mark the young Stock, belonging to the said several Plantations so that he might be enabled to furnish each plantation with different quantities of provisions, both meat and Corn, for and during the Term of One year, from the date of said Articles of Agreement, and that he should Conduct himself as a faithful Overseer, during the aforesaid period of One year and the said Isaac Gaillard did for this Covenant with the said Jacob Bunch that in Consideration of the full and complete performance on the part of the said Jacob Bunch, to pay him the sum of Two hundred and Twenty dollars and to deliver to the said Jacob Bunch Twenty pounds of Coffee and forty pounds of sugar, as by the said Articles of Agreement will more fully appear And the said Jacob Bunch in fact says that after making said Articles of Agreement, to wit on the same day and year aforesaid he entered into the service of the said Isaac Gaillard in the said Capacity as Overseer taking charge of his the said Isaac Gaillards several plantations, managing his negroes attending to the Stock, marking and branding the young Stock, on the said several plantations, and supplying them with provisions, and every other Act and attention which was necessary to the full and complete performance of said Articles of Agreement on his part. And the said Jacob Bunch in fact says that the said Isaac Gaillard hath not paid the said sum of Two hundred and twenty dollars or any part thereof, or delivered the said quantities of Twenty pounds of Coffee and forty pounds of sugar, or any part thereof, as by the said Articles of Agreement he was bound to do, against the form and effect of the said Articles of the said Isaac Gaillard of that behalf made as aforesaid.

And the said Isaac Gaillard (altho often required) hath not kept to the said Jacob Bunch the covenants aforesaid made between the said Isaac Gaillard and the said Jacob Bunch, but hath broken the same, and to keep the same to him hitherto hath refused, and still doth wholly refuse, to the said Jacob Bunch his damages. Two hundred dollars, and thereupon he brings his suit H^c. And the said Isaac Gaillard by Lyman Harding his Attorney comes and defends the wrong and injury when and says that he has well and truly kept and performed all and singular the Articles, clauses, covenants and conditions in the aforesaid Declaration mentioned on his part to be kept and performed, and hereof for trial he puts himself upon the country. And the Plaintiff doth the like &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Alabama on the third Monday in January the year of Our Lord one thousand eight hundred and three, this cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Alabama on the third Monday in November in the year of Our Lord one thousand eight hundred and three this cause was again legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Alabama on the first Monday in February in the year of Our Lord one thousand eight hundred and four this cause was further continued.

Afterwards to wit it is commanded that the Sheriff of Adams County in the district of Alabama and Territory aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of Wilkerson County in the district of Alabama and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the Act of the General Assembly in such case made and provided, to be and appear before the Judges of the Territory aforesaid at the Superior Court of Law to be holden at Natchez in and for the district of Alabama on the first Monday in August in the year of Our Lord one thousand eight hundred and four. By whom and so forth whomsoever and so forth, to recognize and so forth, to cause as well and so forth. (The same day is given to the parties aforesaid then and there held) And as well the said Jacob Bunch as the said Isaac Gaillard, by their Attorneys aforesaid, and the Jurors of which mention is above made, being called, certain of them came to wit, Jesse Carter Nathan Swager, William Scott, George Hilligan, John Bales, James Holmes, Philander Smith, David Greenleaf, Henry Hunter, Junior, William Baker, Richard Lord, Remondew Ham, who being impannelled chosen tried and sworn, to speak the truth on the matters within contained, say upon their Oaths that the said Isaac Gaillard hath not observed performed, fulfilled or kept, any of the covenants, grants, Articles, clauses, contracts, conditions and agreements in the within written Article of Agreement contained, and specified, on the part of the said Isaac Gaillard to be observed, performed, fulfilled and kept, according to the form and effect of the said Article of Agreement within written, as the said Jacob Bunch within complains against him. And they assess the damages of the said Jacob Bunch, by reason of the breach of the Covenant aforesaid to the sum of Two hundred and twenty dollars, besides his costs and charges by him about his suit in that behalf expended. Therefore it is concluded by the Court here that the said Jacob Bunch do recover against the said Isaac Gaillard, as well the said sum of Two hundred and twenty dollars, by the Jury aforesaid in form aforesaid assessed for his damages which he hath sustained by reason of the breach of the covenants aforesaid, as the sum of dollars & cents for his said costs and charges by him expended in and about prosecuting his said suit, in that behalf by the said Court now here adjudged to the said Jacob Bunch with his Agent, and the said Isaac Gaillard in money &c.

Panton Forbes & Co. vs. Bryan Bruin.

Writ before the Honorable Peter Bryan Esq. David H. and Thomas Rodney Esquires
 Judges in and over the Mississippi Territory, at a Superior Court of said
 holden at Natchez in and for the District of Adams on the first Monday
 in August in the year of Our Lord one thousand eight hundred and four.
 Be it remembered that heretofore to wit on the third Monday in November in the year
 of Our Lord one thousand eight hundred and three before the Judges of the District
 of Adams at a Superior Court of Law held at Natchez in and for the District
 of Adams the Justices of the County Court of Adams County, transmit to the
 Superior Court aforesaid the Record and proceedings of a plea which was lately
 depending before them in the County aforesaid. Between William Panton, John Forbes
 and John Laster Plaintiffs Bryan Bruin Defendants, and whereas the said County Court
 gave Judgment for the Plaintiffs against the said Defendant, from which said Judg-
 ment the said Defendants prayed an Appeal unto the Superior Court of Law aforesaid
 the tenor of which said Record and proceedings is in form following to wit, Mississippi
 Territory Adams County, to wit, Pleas before Samuel Brooks and other his Associates
 Esquires, Justices of the County Court for the County of Adams at the Court House
 thereof in the Town of Natchez, on Saturday the eighth day of October 1803. And
 in the twenty eighth year of American Independence. Be it remembered that here
 before to wit at a Court held for said County on Monday the fourth day of October 1803,
 William Panton, John Forbes and John Laster by Lyman Harding their Attorney
 came here into Court and exhibited their Bill against Bryan Bruin being in
 Custody H. of a plea of trespass on the Case, to which said bill hath for pledges of prose-
 cution to wit John Doe and Richard Roe and is in the following words to wit: William
 Panton John Forbes and John Laster Complain of Bryan Bruin in Custody &c. of a
 plea of trespass on the Case. For that whereas at the time of making the several pro-
 mises and undertakings herein after mentioned, and before and afterwards the said
 William Panton John Forbes and John Laster, were Partners in trade, and under
 the firm and style of Panton Laster and Company at Pensacola to wit at the County
 of Adams aforesaid, and whereas the said Bryan Bruin on the seven tenth day
 of March, in the year of Our Lord one thousand seven hundred and ninety at
 the County of Adams aforesaid, made his certain note in writing commonly
 called a promissory note with his proper hand thereto subscribed bearing date on
 the day and year aforesaid, and then and there delivered the said note to William
 Panton, John Forbes and John Laster, by which said note the said Bryan
 Bruin promised to pay to the said William Panton John Forbes and John Laster by
 the name of Panton Laster & Co. or Order the sum of fifty dollars at New Orleans or
 Pensacola, on demand for value received, by reason whereof the said Bryan Bruin
 became liable to pay to the said William Panton John Forbes and John Laster the
 said sum of money contained in said note, according to the tenor and effect of said
 note, and being so liable the said Bryan Bruin in consideration thereof afterwards
 to wit on the same day and year last mentioned at the County aforesaid
 undertook and then and there faithfully promised the said William Panton
 John Forbes and John Laster, to pay them the said sum of money contained
 in said note, according to the tenor and effect of said note. And whereas the
 said Bryan Bruin afterwards to wit on the fifth day of May in the year of Our
 Lord one thousand seven hundred and ninety at the County aforesaid
 made his certain other note in writing commonly called a promissory note, with his
 proper hand thereto subscribed bearing date on the day and year last mentioned
 and then and there delivered said last mentioned note, to the said William
 Panton John Forbes and John Laster, by which said last mentioned note the
 said Bryan Bruin promised to pay to the Order of the said William Panton
 John Forbes and John Laster, by the name of Panton Laster & Co. the sum of twenty
 five dollars at New Orleans on demand for value received, by reason whereof
 the said Bryan Bruin became liable to pay to the said John Forbes William
 Panton & John Laster the said sum of money contained in said note according
 to the tenor and effect of said note, and being so liable the said Bryan Bruin
 in consideration thereof afterwards to wit on the same day and year last aforesaid
 at the County aforesaid, took upon himself and then and there faithfully promised

the said William Pantow John Forbes and John Lastic to pay them the sum of money contained in said last mentioned note, according to the tenor and effect of said last mentioned note. And whereas also the said Bryan Bruin afterwards toun on the twenty second day of October in the year of our Lord one thousand seven hundred and ninety at the County aforesaid made his certain other note in Writing commonly called a promissory note, with his proper hand thereunto subscribed, bearing date on the day, and year last mentioned and then and there delivered said last mentioned note to the said William Pantow John Forbes and John Lastic, by which said last mentioned note the said Bryan promised two months after date of said last mentioned note to pay to the Order of the said William Pantow John Forbes and John Lastic by the name of Messrs Pantow Lastic & Co. the sum of eighty eight dollars four Reals, in hard money equal in value to eighty eight dollars and fifty cents for value received, by reason where of the said Bryan Bruin became liable to pay unto the said William Pantow John Forbes and John Lastic the said sum of money contained in said last mentioned note according to the tenor and effect of said last mentioned note. And being so liable the said Bryan Bruin in Consideration thereof afterwards toun on the same day and year last aforesaid at the County aforesaid took upon himself and then and there faithfully promised the said William Pantow John Forbes and John Lastic to pay them the said sum of money contained in said note as mentioned, according to the tenor and effect of said last mentioned note. And whereas the said Bryan Bruin afterwards toun on the day and year last mentioned at the County aforesaid was indebted to the said William Pantow John Forbes and John Lastic in the other sum of twenty five dollars, by the said William Pantow John Forbes and John Lastic before that time lent and advanced to the said Bryan Bruin, and at his special instance and request, and being so indebted, he the said Bryan Bruin in Consideration thereof afterwards toun on the day and year last aforesaid at the County aforesaid took upon himself and then and there faithfully promised the said William Pantow John Forbes and John Lastic to pay them the said last mentioned sum of money, when he the said Bryan Bruin should be afterwards thereunto required. Nevertheless the said Bryan Bruin his several promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid several sums of money, or any part thereof to the said William Pantow John Forbes and John Lastic, or either of them hath not yet paid, altho to pay the same the said Bryan Bruin by the said William Pantow John Forbes and John Lastic hath been often required, but to pay the same to them or either of them the said Bryan Bruin hath hitherto altogether refused and still doth refuse to pay the same to them or either of them, to their damage three hundred dollars and thereupon being suit. And afterwards toun on the second day of the same Term the said Bryan Bruin by Abner L. Durcan his Attorney, comes and defends the wrong and injury &c. when and where &c. and says that he never did assume and promise upon himself in manner and form as the above Plaintiffs have complained against him, and of this he puts himself upon the Country, and the Plaintiff doth the like.

And afterwards toun at a Court of Common Pleas, continued and held for said County at the Courthouse then of in the Town of Statches on Monday the sixth day of June one thousand eight hundred and three, this Cause was legally continued. And now at this day toun on the day and year first above written came the

parties by their said Attorneys and thereupon came withy to wit John Boles Samuel Deckerlake
 Bennett Druley, John Campbell, Joseph Strickland, Septe Bell, Moors Paddy, Robert Backford
 George Killian, Christopher Harmon, Malin McElland and Robert Patterson, who being
 believed tried and sworn the truth to speak upon the issue joined returned the following
 Verdict to wit "We of the Jury find for the Plaintiff the sum of two hundred and thirty
 three dollars in damages with costs of suit" Wherefore it is considered by the Court that
 the Plaintiff recover against the Defendant, his damages aforesaid in manner and form
 by the Jurors in their Verdict aforesaid aforesaid, and also his costs by him about his
 suit in this behalf expended. And the said Defendant in money &c.

And afterwards to wit on the same day and year as first aforesaid came the said
 Defendant by his said Attorney and prayed an Appeal to the next Superior Court
 he having given into an Acknowledged Bond with surety to the satisfaction of
 the Court in the Penalty of — According to Law said Appeal is granted.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the
 district of Adams on the third Monday in November in the year of our Lord one
 thousand eight hundred and three, this cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the
 district of Adams on the first Monday in February in the year of our Lord one thousand
 eight hundred and four, this cause was again further continued.

Afterwards to wit it is Commanded that the Sheriff of Adams County in the Dis-
 trict of Adams and Territory aforesaid, do Summon thirty two good and lawful men
 of his County, and the Sheriff of Wilkinson County in the district of Adams and
 Territory aforesaid do Summon ten good and lawful men of his County, According
 to the directions of the Act of the general Assembly in such case made and
 provided to be and appear before the Judges of the Territory aforesaid at
 a Superior Court of Law to be holden at Natchez in and for the district
 of Adams on the first Monday in August in the year of our Lord one thousand
 eight hundred and four. By whom and so forth who are then and so forth
 to recognize and so forth. Because as well and so forth. The same day is given
 to the Parties aforesaid then and so forth. At which day to wit before the
 Judges aforesaid of the Court aforesaid then and there held. Came as well
 the said William Pantou John Forbes and John Laster as the said Bryan
 Bruin by their Attorneys aforesaid. And the Jurors of which mention is
 above made being called certain of them came to wit. Septe Carter Nathan
 Swayze, William Scott, Simeon Holmes David Greenleaf, Henry Hunter Junior
 William Baker Richard Lord, Newben Denham, Jacob Bunch, Avery Clark
 and John Davitt, who being Impannelled Chosen tried and sworn to speak
 the truth on the matters within contained say upon their Oaths, that the said
 Bryan Bruin Bruin did promise and undertake in manner and form
 as the said William Pantou John Forbes John Laster above in their declaration
 have complained against him, and they aforesaid the damages of the said William
 Pantou John Forbes and John Laster by reason of the non performance of the
 said several promises and undertakings. Besides their costs and charges
 by them about their suit in that behalf expended, to two hundred and
 forty two dollars and ninety one cents and a half. Therefore it is Consi-
 dered by the Court here that the said William Pantou John Forbes and John
 Laster do recover against the said Bryan Bruin as well the said sum of
 two hundred and forty two dollars ninety one and a half cents their dama-
 ges aforesaid in form aforesaid by the Jurors aforesaid in their Verdict aforesaid
 aforesaid, by reason the said non performance of the promises and underta-
 kings aforesaid, in the said Declaration of the said William Pantou John
 Forbes and John Laster mentioned, and also the sum of sixteen dollars
 and twenty two cents for their said costs and charges by them expended in
 and about procuring their said suit in this behalf by the said Court now
 here adjudged to the said William Pantou John Forbes and John Laster with
 their costs which said damages costs and charges amount in the whole
 to two hundred and fifty nine dollars thirteen and a half cents. And the
 said Bryan Bruin in money and so forth.

Leonard Pomet vs James McNulty

Pleas before the Honorable Peter Bryan Bruin David Herr and Thomas Rodney Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law holden at Natchez in and for the District of Adams on the first day of August in the year one thousand eight hundred and four.

Be it remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the District of Adams on the said Monday in November in the year of our Lord one thousand eight hundred and three before the Judges of the Territory aforesaid the Justices of the County Court of Adams County transmit to the Superior Court aforesaid the Record and proceedings of a plea which was lately depending before them in the County aforesaid between Leonard Pomet Plaintiff and James McNulty Defendant; and where in the said County Court gave Judgment for the said Plaintiff against the said Defendant, and from which said Judgment the said Defendant prayed an Appeal into the Superior Court of Law aforesaid. The tenor of which said Record and proceedings is in form following to wit. Mississippi Territory Adams County Pleas before Samuel Brooks and Otho his Associates Esquires Justices of the County Court for the County of Adams at the Court house thereof in the City of Natchez on Monday the tenth day of June 1803 and in the twenty seventh year of American Independence. Be it remembered that heretofore Court at a Court held for said County on Monday the seventh day of June 1802 came Leonard Pomet by Symon Harding his Attorney, and brought here in Court his Certain Bill against James McNulty in his liberty &c. of a plea of trespass on the Case, and there are pledges of prosecution to wit John Doe and Richard Roe which said Bill follows in these words to wit. Leonard Pomet complains of James McNulty in his liberty &c. of a plea of trespass on the Case. For that whereas the said James McNulty on the eighth day of February in the year of our Lord one thousand seven hundred and ninety five at Natchez took Court at the County of Adams aforesaid made his certain Note in writing commonly called a promissory note with his proper hand thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered said note to one Joseph Forestal by which said note the said James McNulty promised to pay the said Joseph Forestal or Order the Sum of One hundred and twenty dollars hard money in all the month of March then next without delay for value received of said Forestal, and the said Joseph Forestal to whom or to whose Order the payment of the said Sum of money contained in said note was to be made after the marking of said note, and before the payment of the said Sum of money or any part thereof Court on the thirtieth day of November in the year last aforesaid at the County aforesaid indorsed the said note his own proper hand writing being thereto subscribed, and by that indorsement the said Joseph Forestal appointed the contents of said note to be paid to the Order of Valentine Duforest Junior by the name of Mr. Duforest Sen. for value received, and then and there delivered said note so indorsed to the said Valentine Duforest. And the said Valentine Duforest after said indorsement so made to him as aforesaid, and before the payment of the said Sum of money contained in said note or of any part thereof Court on the eleventh day of November in the year of our Lord one thousand seven hundred and ninety nine at the County aforesaid indorsed the said note his own proper hand writing being thereto subscribed, and by that indorsement the said Valentine Duforest appointed the contents of said note to be paid to the Order of the said Leonard Pomet, and then and there delivered said note so indorsed as aforesaid to the said Leonard Pomet. Of all which said premises the said James McNulty afterwards Court on the same day and year last mentioned at the County aforesaid had notice. By reason whereof he the said James McNulty he came liable to pay to the said Leonard Pomet the said Sum of money contained in said note according to the tenor and effect of said note and the said several

inclosures made thereon as aforesaid and being so liable the said James McNulty in consideration thereof afterwards to wit on the day and year last mentioned at the County aforesaid, undertook and then and there faithfully promised the said Leonard Pomet to pay him the said sum of money contained in said note according to the tenor and effect of said note and said inclosures. And whereas the said James McNulty, afterwards to wit on the same day and year last aforesaid at the County aforesaid was indebted to the said Leonard Pomet in another sum to wit in the sum of one hundred and thirty dollars for money by him the said Leonard Pomet before that time laid out expended and paid for the said James McNulty, and at his special instance and request, and being so indebted the said James McNulty in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised the said Leonard Pomet to pay him the said last mentioned sum of money when he the said James McNulty should be thereunto afterwards requested. And whereas the said James McNulty afterwards to wit on the fifth day of August in the year of our Lord one thousand and eight hundred at the County of Adams aforesaid made his certain other note in writing, commonly called a promissory note with his proper hand thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered the said last mentioned note to the said Leonard Pomet, by which said last mentioned note the said James McNulty, promised to pay to the said Leonard Pomet or Order five months after date of said note the just and true sum of seventy seven dollars and three Mills, equal in value to seventy seven dollars, thirty seven and a half Cents, for value received in merchandise by reason whereof the said James McNulty became liable to pay to the said Leonard Pomet the said sum of money contained in said last mentioned note according to the tenor and effect of said last mentioned note, and being so liable the said James McNulty in consideration thereof afterwards to wit on the day and year last mentioned at the County aforesaid undertook and then and there faithfully promised the said Leonard Pomet to pay him the said sum of money contained in said last mentioned note according to the tenor and effect of said last mentioned note, seven months after the said James McNulty his special promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid several sums of money or any part thereof to the aforesaid Leonard Pomet hath not yet paid all the to pay the same the said James McNulty by the said Leonard Pomet hath been often required, but to pay the same to him the said James McNulty hath hitherto altogether refused, and still doth refuse to pay the same to the said Leonard Pomet to his damage three hundred dollars and thereupon he brings suit &c.

And the said James McNulty by James Wallace his Attorney comes and defends the wrong and injury when &c. and says that he did not promise and undertake in manner and form as the said Leonard Pomet hath above declared against him and of this he puts himself upon the County. And the Plaintiff doth the like. And the Plaintiff agrees that the defendant may give the Special matters in evidence at the trial which is deferred till the next Court.

And after arcs to wit at a Court continued and held for said County at the Court house thereof on Monday the fourth day of October in the year last aforesaid this Cause was legally continued.

And now at this day to wit on the same day and year first above written until which time this Cause was continued. Came the parties by their said Attorneys and thereupon came a Jury to wit, Samuel Moore, Washington Hubbard, Andrew Abams, John Cummick, William Clark, John Martin, John Dunn, John Callahan, Thomas Ford, John Foster, Ezekiel Switt and William Lockman who being sworn and sworn well and truly to by the spue Court, upon their Oaths do say that the Defendant did assume upon himself in manner and form as the Plaintiff against him hath declared, and they do assess the Plaintiff's damages by reason of that assumption to two hundred and fifty five dollars and seven ty sen cents with costs of suit. Therefore it is considered by the Court that the Plaintiff recover.

against the said Defendant his damages aforesaid in manner and form by the Jurors in their Verdict aforesaid assessed and also his costs by him about his suit in that behalf expended. And the said Defendant in mercy do.

And afterwards now on the tenth day of June Term came the Defendant by his said Attorney and prayed an Appeal to the next Superior Court of Law he having entered into and Acknowledged Bond with security to the satisfaction of the Court in the Penalty of Conditioned according to law the said Appeal is granted. which said Bond is in these words to wit:

I know all men by these presents that we James McNulty James Wallace and David Johnston are held and firmly bound unto Leonard Pomet in the sum of six hundred dollars current money, which payment well and truly to be made to the said Leonard his heirs Attorney his Executors Administrators and assigns jointly and severally and firmly by these presents. Sealed with our seals and dated this 10th day of June 1863. The condition of this obligation is such that whereas a Judgment was obtained by said Pomet against said James McNulty for Two hundred and fifty five dollars and costs of suit. And the said James McNulty hath prayed for and obtained an Appeal to the next Superior Court of Law to be holden for the District of Adams on the third month again and instant. Now if the said James McNulty shall prosecute his said Appeal with effect, and perform the Judgment Sentence or decree which the said Superior Court may pass or make therein in case the said James shall have the Cause determined against him, then the above obligation to be void, otherwise to remain in full force and Virtue in Law.

James McNulty
James Wallace
David Johnston

Signed sealed and delivered in the presence of the Court

Afterwards now at a Superior Court of Law held at Starchey in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and thirty this Cause was continued.

Afterwards now at a Superior Court of Law held at Starchey in and for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and forty this Cause was continued.

Afterwards now it is commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do summon thirty two good and lawful men of his County and the Sheriff of Madison County in the District of Adams and Territory aforesaid do summon ten good and lawful men of his County according to the directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Starchey in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and forty by whom and so forth who neither and so forth who neither and so forth do recognize and so forth because as well and so forth the same day is given to the parties aforesaid there and so forth at which day to wit before the Judges of the Territory aforesaid at the Court aforesaid then and there held. Came as well the said Leonard Pomet as the said James McNulty by their said Attorneys and the Jurors of which mention is above made, being called certain of them came to wit Asa Carter Nathan Swayer George Kilian. John Bole. Simon Holmes Chas. Smith. David Greenleaf Henry Hunter Jan. William Baker Nicholas Lord Ruben Denham and Samuel Portchman who being empaneled Chosen true and sworn to speak the truth concerning the matters within contained say upon their Oaths that the said James McNulty did promise and undertake in manner and form as the said Leonard

Pomet above hath complained against him. And they do Assess the Damages of the said Leonard Pomet on occasion of the premises besides his Costs and Charges by him about his suit, in that behalf expended, to two hundred and eighty one Dollars and forty one Cents and a half. Therefore it is considered by the Court here that the said Leonard Pomet do recover against the said Sumrell Mully David Johnston and James Wallace his Securities the said sum of two hundred and eighty one dollars and forty one and a half cents for his damages aforesaid by the Tenors aforesaid in form aforesaid assessed and also the sum of fifteen dollars and ninety seven Cents for his said Costs and Charges by him expended in and about prosecuting his said suit in that behalf by the said Court now here to the said Leonard Pomet adjudge with his agent, which said damages Costs and Charges amount in the whole to Five hundred and ninety eight dollars and thirty and a half Cents. And the said Defendants in money and so forth.

Sallas Shewell vs David Johnston

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esqrs Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams, on the first Monday in August in the year of Our Lord one thousand eight hundred and forty

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams, on the third Monday in November in the year of Our Lord one thousand eight hundred and thirty Sallas Shewell by ~~James Wallace~~ his Attorney brought into the Court a plea and his bill against David Johnston in breach of the Sheriff of Adams County in the District of Adams of a plea of trespass on the case and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Adams District of Superior Court of Law November Term 1803. Sallas Shewell Complain of David Johnston in Custody &c. of a plea of trespass on the case. For that whereas the said David on the fourth day of June in the year of our Lord one thousand eight hundred and One at Natchez in the County of Adams and District of Adams aforesaid made his certain note in writing commonly called a promissory note with his proper hand thereto subscribed, bearing date on the day and year aforesaid, and then and there delivered the said note to the said Sallas Shewell, by which said note the said David promised to pay to the said Sallas Shewell or Order two two months after the date of said note Two hundred and four teen dollars for value received, by reason whereof the said David became liable to pay to the said Sallas Shewell the said sum of money contained in the said note, according to the tenor and effect of the said note. And being so liable the said David in consideration thereof afterwards to wit on the same day and year last mentioned, at Natchez in the County and District aforesaid undertook and then and there faithfully promised the said Sallas Shewell to pay him the said sum of money contained in said note, according to the tenor and effect of said note. Notwithstanding the said David Johnston his promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid sum of money, or any part thereof to the aforesaid Sallas Shewell hath not yet paid, altho to pay the same the said David by the said Sallas Shewell has been often required, but to pay the same to the said Sallas Shewell the said David hath hitherto altogether refused, and still doth refuse to pay the same to the said Sallas Shewell to his damage four hundred dollars, and thereupon he brings suit &c. And the said David by James Wallace his Attorney comes and defends the wrong and injury when and says that he did not promise and undertake in manner and form as the said Sallas hath above

declared against him. And of this he puts himself upon the country.

Afterwards tourt at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three. Came the said Sallas Shewell by his attorney aforesaid. And the said David a the solemnly called Came not to Answer, nor did he say any thing in bar or prescription of the Action of the said Sallas Shewell whereby the said Sallas Shewell remains therein indefended against the said David. Therefore it is considered that the said Sallas Shewell do recover against the said David the damages he hath sustained by reason of the non performance of the promise and undertaking aforesaid in the declaration of the said Sallas Shewell mentioned. But because it is not known what damages the said Sallas Shewell hath sustained in this behalf it is ordered that the same be enquired of And ascertained by the Court at their next Term.

Afterwards tourt at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and three this Cause was continued.

Afterwards tourt at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of our Lord One thousand eight hundred and four this Cause was continued.

And afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of his County according to the direction of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord one thousand eight hundred and four By whom & forth who neither and forth to recognize and forth the same day is given to the parties aforesaid there and forth. At which day tourt before the Judges of the Territory aforesaid at the Court aforesaid there and there held came the said Sallas Shewell by his said Attorney, and the Jurors of which mention is above made being called before of them came to wit: Lipe Carter, Nathan Swayer, George Killion, John Boles, William Hoggatt, Philander Smith, Henry Hunter, Senior James Robinson, Edmund Woodbridge & Lyah Smith William Turner, Anthony Hatfield, who being empannelled charged and sworn to enquire and ascertained the damages the said Sallas Shewell hath sustained by reason of the non performance of the promise and undertaking aforesaid upon their Oaths do say that the said Sallas Shewell hath sustained damages on occasion of the promises besides his costs and charges by him about his suit in that behalf expended to two hundred and forty one dollars and eighty two cents. Therefore it is considered by the Court here that the said Plaintiff do recover against the said Defendant the said sum of two hundred and forty one dollars and eighty two cents for his damages aforesaid by the Jurors aforesaid in form aforesaid and also the sum of twenty dollars and twenty five cents for his said costs and charges by him about his suit in that behalf expended by the said Court now here adjudged to the said Sallas Shewell with his costs And the said David Johnston in mercy and forth.

Brooks & Gowron vs. Peter A. Vandon

225
Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Starchez in and for the District of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four—

Be it remembered that here tofore to wit at a Superior Court of Law held at Starchez in and for the District of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four William Brooks and Ezekiel Gowron by James Wallace their Attorney brought into the Court aforesaid their bill against Peter A. Vandon in custody of the Sheriff of Adams County in the District of Adams of a plea of trespass upon the case. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill follow in these words to wit Mississippi Territory Adams County Court. In the Superior Court of Law February Term 1804. William Brooks and Ezekiel Gowron by James Wallace their Attorney Complain of Peter A. Vandon in custody to^{be} of a plea of trespass upon the case &c. For that whereas on the fourth day of May in the year of our Lord one thousand eight hundred and three to wit at Starchez in the County of Adams in the District aforesaid one Robert H. Windsor made his certain note in writing Commonly called a promissory note the proper hand of the said Robert being there to subscribed bearing date the day and year last mentioned to wit at the City of Starchez aforesaid and then and there delivered the said note to the said William and the said Ezekiel and in and by the said note on demand for value received did promise to pay the same William and Ezekiel by the name of Brooks and Gowron or order two hundred and two dollars and fifty eight cents by reason whereof and by force of the Statute in such case made and provided the said Robert became liable to pay to the said Brooks and Gowron the sum of money contained in the said note according to the tenor and effect thereof And whereas afterwards to wit on the same day and year last aforesaid at Starchez aforesaid in the County and District aforesaid the above named Peter A. Vandon did for lawful causes him therunto moving undertake and promise to and with the said Brooks and Gowron that if the said Robert should not pay the same Brooks and Gowron the said sum of money mentioned in the said note according to the tenor and effect thereof he the said Peter would be liable to pay the same Brooks and Gowron the said sum as aforesaid. And in testimony whereof the said Peter in his own proper hand writing endorsed his name on the note aforesaid. And whereas afterwards to wit on the same day and year last aforesaid at Starchez aforesaid in the County and District aforesaid the said Brooks and Gowron demanded payment of the aforesaid sum of money from the said Robert according to the tenor and effect of the said note and the said Robert refused to pay the same or any part thereof and to pay the same did altogether neglect and deny whereof the said Peter then and there had notice and by reason whereof the said Peter then and there in virtue of his promises and undertakings aforesaid to and with the said Brooks and Gowron and of his said endorsement of the said note became and was liable to pay the same Brooks and Gowron the said sum of money mentioned in the said note according to the tenor and effect thereof and being so liable the said Peter in consideration thereof afterwards to wit on the same day and year last aforesaid to wit at Starchez aforesaid in the County and District aforesaid

undertook and then and there faithfully promised the said Brooks and
to have them the sum of money in the same note mentioned when he should be
shorter notice and he did not do so. After his promise and undertaking in
information was given to the Court and on the 11th of the month of August
afterwards or thereabouts there did not get paid to the said Brooks and
and that the said Brooks and Dawson were given of money in the same Rule
the Court and one that bound to the said Brooks and Dawson and the said
to have the said money. Whereupon the sum of money aforesaid or any
part thereof was not paid to the said Brooks and Dawson and still doth refuse to the
said Brooks and Dawson of hundred dollars and therefore they
bring this

It is now to be at a Superior Court of Law held at Wethers in and
for the District of Columbia on the first Monday in February in the year of our
Lord one thousand eight hundred and thirty three that Cause was legally continued.

And it is now to be on the first Monday in August in the
year of our Lord one thousand eight hundred and thirty three that day the said
Court doth give leave to answer to the declaration of the said Brooks and
Dawson upon the damages at the Court aforesaid. And at the Court aforesaid came
the said Brooks and Dawson by their said Attorney and the said Peter A. Anderson
and did not appear and did not put in any thing in bar or conclusion of
the declaration of the said Brooks and Dawson but which the said Brooks
and Dawson remain there undisturbed against the said Peter A. Anderson
and the said Brooks and Dawson on the 11th of the month of August the said
Court doth order that the said Brooks and Dawson if the non-performance of his pro-
mise and undertaking aforesaid that because it is not known to the Court
how much damages the said Brooks and Dawson have sustained by reason
of the failure of the said Peter A. Anderson. Therefore it is Commanded that the Sheriff of Adams
County in the District of Columbia and the Sheriff of Arkansas County with
himself and his clerks and the Sheriff of Arkansas County with
himself and his clerks and the Sheriff of Arkansas County with
himself and his clerks according to the directions of the Act of the General Assembly in
which case made and provided to be and appear before the Judges of the
District of Columbia at a Superior Court of Law held at Wethers in and for the
District of Columbia on the first Monday in August in the year of our Lord
one thousand eight hundred and thirty three. To whom and before whom the said Brooks and
Dawson doth to recover and justify and diligently enquire what damages the
said Peter A. Anderson sustained by reason of the promise aforesaid. Which
day caused the said Peter A. Anderson of mention as above made who being
called before the Court doth say that he being a partner in charge George Kellum
and John William Hoggatt the partnership the said Peter A. Anderson and James Nelson
doth command the said Peter A. Anderson the said Peter A. Anderson and the said
James Nelson and charged what damages the said Brooks and
Dawson have sustained upon their 11th of the month of August that the said Brooks and Dawson
have sustained damages on account of the promise aforesaid and above
the Court doth charge to be hundred and forty two dollars and eighty two
cents. Therefore it is Commanded by the Court that the said Brooks and Dawson
doth recover against the said Peter A. Anderson their damages aforesaid by the
said Peter A. Anderson from the said Peter A. Anderson. And also twenty two dollars and
cents for the costs and charges by them incurred in and about recovering their
damages the said Peter A. Anderson now has assigned to the said Brooks and Dawson

231

with their Apent, which said Damages both and Charges Amount in the whole to two hundred and sixty three dollars and eighty nine Cents. And the said Peter A Van down in mercy and so forth.

Patrick Hooley vs William Nicholls.

Plas before the Honourable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and Over the Mississippi Territory, at a Superior Court of Law held at Starchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and four. Petit remembered that heretofore to wit at a Superior Court of Law held at Starchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three Patrick Hooley by James Wallace his Attorney brought in to the Court aforesaid his bill against William Nicholls Esq. Sheriff of Adams County in custody &c. of a plea of trespass. And there are pledges of prosecution to wit John Doe and Richard Roe, which said Bill follows in these words to wit, Mississippi Territory, District of Adams &c. In the Superior Court of Law November Term 1803. Patrick Hooley by James Wallace his Attorney. Complain of William Nicholls Esq. Sheriff of Adams County. For that the said William on the twenty second day of October in the year of Our Lord one thousand eight hundred and three, to wit in the County of Adams in the District of Adams aforesaid, with force and Arms to wit one Molatto Woman named Lucy a Slave for Life, of the value of eight hundred dollars, the property of the said Patrick Hooley, then and there found took led and carried away against the will and without the consent of the said Patrick Hooley, and then and there did him other injuries against the peace of the Mississippi Territory, and to the damage of him the said Patrick Hooley of one thousand dollars, and therefore he brings Suit &c.

Afterwards to wit at a Superior Court of Law held at Starchez in and for the District of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and three this Cause was legally Continued.

Afterwards to wit at a Superior Court of Law held at Starchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand eight hundred and four this Cause was legally Continued.

Afterwards this is to say, on the first Monday in August in the year of Our Lord One thousand eight hundred and four to wit on which day the said William Nicholls had leave to Answer to the Declaration of the said Patrick Hooley before the Judges of the Territory aforesaid at the Court aforesaid came the said Patrick Hooley by his said Attorney, and the said William Nicholls at the solemnly required came not, nor said any thing in bar or preclusion of the said Action of the said Patrick Hooley, By which the said Patrick Hooley remains therein undefended against the said William Nicholls. For which the said Patrick Hooley ought to recover against the said William Nicholls his damages on Occasion of the trespass aforesaid in the Declaration aforesaid mentioned. But because it is not known to the Court here what damages the said Patrick Hooley hath sustained by reason of the premises aforesaid Therefore it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of his County. According to the direction of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Starchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and four. By

whoever and so forth, who neither and so forth, to recognize and so forth, and diligently enquire what damages the said Patrick Hooley hath sustained by reason of the premises aforesaid. At which day come the Jurors of that Jury whereof mention is above made, who being called certain of them came to wit: Jesse Carter, Nathaniel George, Heman John Bots, William Hoggatt, Philander Smith, Henry Hunter, Samuel Robinson, Edward Woodbridge, Elijah Smith, William Turner, Anthony Calvert, who being Empannelled chosen tried and sworn to enquire of the damages the said Patrick Hooley hath sustained, upon their Oaths say that the said Patrick Hooley hath sustained damages by Occasion of the premises aforesaid, from and above his costs and Charges to one Cent. Therefore it is Considered by the Court here that the said Patrick Hooley do recover against the said William Nicholls the damages aforesaid by the Jury aforesaid in form aforesaid found, and also dollars and cents for his said costs and Charges by him expended in and about prosecuting his said suit in that behalf by the said Court now here adjudged to the said Patrick Hooley, with his Apent, which said damages costs and Charges Amount in the whole to Dollars and Cents. And the said William Nicholls in Macey And so forth.

Patrick Connolly vs Thomas Tyler

Pleas before the Honorable Peter Bryan Bruin Davis Kerr and Thomas Rodney Esquiers Judges in and Over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and four. Be it remembered that here tofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams, on the first Monday in February in the year of Our Lord One thousand eight hundred and four Patrick Connolly by James Wallace his Attorney, came into Court and brought into the same his Bill Against Thomas Tyler in Custody of the Sheriff of Adams County, in the District of Adams of a plea of Trespass on the Case And there are pledges of prosecution to wit John Doe and Richard Roe, which said Bill follows in these Words to wit: Mississippi Territory District of Adams to In the Superior Court of Law February Term 1804. Patrick Connolly by James Wallace his Attorney, complains of Thomas Tyler in Custody &c. of a plea of trespass on the Case. For that whereas the said Thomas Tyler on the second day of December in the year of Our Lord one thousand seven hundred and nine by him to wit in the County of Adams in the said District of Adams made his certain note, in Law commonly called a promissory note, with his own proper hand there to subscribed, the date whereof being on the same day and year aforesaid last and then and then delivered the said note to a certain Benjamin Hitchens, by which said note the said Thomas Tyler promised one month after the then date of the said note to pay to the said Benjamin Hitchens or Order the sum of five hundred Dollars or the Amount thereof in Merchantable Ginned Cotton, at the current Cash price for value received by him on whereof and by force of the Statute in such Case made and provided the said Thomas became liable to pay to the said Benjamin the said sum of five hundred Dollars, at the time in the said note mentioned limited and appointed and afterwards before the payment of the same Five hundred Dollars or any part thereof to the said Benjamin, that is to say on the day of in the year of Our Lord one thousand eight hundred, at the County and District aforesaid the said

Benjamin by an Indorsement on the said note or carting, bearing date the day and year last mentioned. Subscribed with the hand writing of the said Benjamin, directed and appointed the said Thomas Tyler to pay the contents of the said note to him the said Patrick Connolly, and the said Patrick. Faith that in fact he the said Patrick after the expiration of the said one month, after the date of the said note (that is to say) on the fourth day of January in the year of Our Lord 1800. in the County and in the District aforesaid, showed the said note to the said Thomas with the said Indorsement thereon and requested the said Thomas to pay him the said Patrick the said Five hundred Dollars. According to the tenor and effect of the said note and the Indorsement thereon made as aforesaid. by virtue of the said note and the said Indorsement thereon and by force of the Statute in such Case made and provided the said Thomas be compellable to pay to the said Patrick the said sum of five hundred dollars according to the tenor and effect of the said note and Indorsement thereon. And being so liable the said Thomas in consideration thereof afterwards truly took upon himself and then and there faithfully promised to pay the said Patrick the said sum of Five hundred dollars according to the tenor and effect of the said note and Indorsement thereon when he should be afterwards thereunto requested. Nevertheless the said Thomas in no wise regarding his said promise and undertaking in form aforesaid made, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Patrick in this behalf. At the often required hath not yet paid the said sum of five hundred dollars or any part thereof neither hath he paid the amount thereof in Merchantable ginned cotton at the then current Cash price to the said Patrick, but he to pay the same to him hath hitherto wholly refused. And still doth refuse to the damage of him the said Patrick of dollars and therefore he brings Suit &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord one thousand eight hundred and four this Cause was legally continued.

Afterward ~~that is to say~~ at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord one thousand eight hundred and four to which day the said Thomas Tyler had come to answer to the declaration of the said Patrick Connolly, before the Judges of the Territory aforesaid. at the Court aforesaid came the said Patrick Connolly by his Attorney aforesaid and the said Thomas Tyler At the solemnly called came not to answer nor said anything in bar or preclusion of the action of the said Patrick Connolly. By which the said Patrick Connolly remains therein undefeated against the said Thomas Tyler for which the said Patrick Connolly ought to recover against the said Thomas Tyler his damages on Occasion of his non performance of his promises and undertakings aforesaid. But because it is unknown to the Court here what damages the said Patrick Connolly hath sustained by reason of the premises aforesaid. Therefore it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful men of his County. According to the directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord one thousand eight hundred and four. By whom and so forth. who meet and so forth. to recognize and so forth. and diligently enquire what damages the said Patrick Connolly hath sustained by reason of premises aforesaid. At which day came the Jurors of that Jury, whereof mention is above made who being called certain of them came to wit. Ispe Carter Nathan Swartz George Hillian. John Boles William Hoggan. Philander Smith Henry Hunter Junr. James Robinson Edward Woodbridge. Elijah Smith William Turner. Anthony Catwib. who being empannelled chosen tried and sworn well and truly to enquire of the damages the said Patrick Connolly hath sustained upon their Oaths say that the said Patrick Connolly hath sustained damages on Occasion of the premises aforesaid over and

above his costs and charges to Two hundred and Seventy two dollars thirty seven and one half cents. Therefore it is considered by the Court here that the said Patrick Connolly do recover against the said Thomas Tyler his damages as by the Jury aforesaid in form aforesaid ascertained and found and also Seventeen dollars and twenty five cents for his costs and charges by him expended in and about the prosecuting his said Suit in that behalf by the said Court now here adjudged to the said Patrick Connolly with his costs which said damages costs and charges amount in the whole to Two hundred and Seventy nine dollars and sixty two and a half cents. And the said Thomas Tyler in mercy and so forth—

William Brooks vs. James Wilkins

Now before the Honorable Peter Bryan, Bruin David Kerr and Thomas Rodney, Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of Our Lord one thousand eight hundred and four.

It is remembered that here before Court at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in February in the year of Our Lord one thousand eight hundred and three William Brooks by Lewis Kerr his Attorney brought into the Court aforesaid his bill against James Wilkins in custody of the Sheriff of Adams County in the district of Adams of a plea of Trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit. Adams County ss. In the Superior Court of the district of Adams of the November Term AD 1803. William Brooks complains of James Wilkins in custody &c. For that whereas the same James on the fourth of September in the year of Our Lord one thousand eight hundred and two, to wit at Natchez in the County aforesaid, made his certain note in writing, commonly called a promissory note, his own proper hand being there to subscribed, bearing date the day & year last aforesaid, and then and there delivered the said note to the same William by which said note the said James on demand promised to pay the same William by the name of William Brooks Two hundred and fifty Seven dollars for value received, by reason whereof and by force of the Statute in that behalf provided the said James became liable to pay the said sum of money in this said note mentioned to the same William, according to the tenor and effect of the said note, and being so liable he the same James in consideration thereof afterwards to wit on the day and year last aforesaid at Natchez aforesaid undertook and then and there faithfully promised the same William to pay him the said sum of money mentioned in the said note according to the tenor and effect of the said note when thereto he should afterwards be requested, and whereas afterwards to wit on the same day and year last aforesaid at Natchez aforesaid the said James was indebted to the same William in the further sum of three hundred dollars, for money by the said William before that time paid laid out and expended for the same James at his request, and for other money by the said James before that time had and received to the use of the same William, and for other money by the same William before that time lent and advanced to the same James at his like request, and being so indebted he the same James in consideration thereof afterwards to wit on the same day and year last aforesaid at Natchez aforesaid undertook and then and there faithfully promised the same William to pay him the last mentioned sum of money when thereto he should afterwards be requested. Yet the said James this often requested he hath not yet paid the said several sums of money, or any part thereof to the same.

William, but to pay the same both altogether refused and still refused, to the damage of the said William, three hundred dollars, and therefore he brings suit, &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and thirty three this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand eight hundred and four, this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and four. Came the said William Brooks by his Attorney aforesaid and the said James Wilkins at the solemnly called. Came not to answer nor did he say any thing in bar or preclusion of the Action of the said William Brooks. By which the said William Brooks remains therein undefended against the said James Wilkins. For which this said William Brooks says he to recover against the said James Wilkins his damages by reason of the non performance of the promises and undertakings aforesaid in the aforesaid declaration mentioned Bill because it is unknown to the Court here what damages the said William Brooks hath sustained by reason of the premises aforesaid. Therefore it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid, do summon ten good and lawful men of his County according to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and four. By whom and so farth who neither and so farth to recognize and so farth and enquire of the damages the said William Brooks hath sustained by reason of the premises aforesaid. At which Day Court Came the Jurors of that Jury whereof mention is above made, who being called Certain of them Came to wit. J. P. Carter Nathan Swazey, George Killian John Boles, William Hoggatt Philander Smith, Henry Hunter Junr, James Robinson Edmund Mooldrich, Elijah Smith William Turner and Anthony Catlett, who being empannelled sworn and charged to enquire of the damages the said William Brooks hath sustained upon their Oaths do say that the said William Brooks hath sustained damages by reason of the premises aforesaid Over and above his Costs and Charges to Two hundred and seven dollars. Therefore it is Considered by the Court here that the said William Brooks do recover against the said James Wilkins his damages aforesaid by the Jurors aforesaid in sum aforesaid found, and also fourteen dollars and ninety seven cents for his said Costs and Charges by him expended in and about the prosecuting his said Suit in that behalf by the said Court now here adjudged to the said William Brooks with his Apent, which said damages Costs and Charges amount in the whole to Two hundred and twenty one dollars and ninety seven cents. And the said James Wilkins in murey and so farth.

Abner L. Duncan vs. Laura Johnston

Plas before the Honorable Peter Bryan Bruin, David Kerr and Thomas Rodney Esquiers, Judges in and Over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and four.

Be it remembered that here before to wit at a Superior Court of Law held at Natchez

in and for the district of Adams on the third monday in November in the year of Our Lord One thousand eight hundred and three Abner Duncan in his proper person brought into the Court aforesaid his bill against David Johnston in custody of the Sheriff of Adams County in the District of Adams of a plea of trespass on the case. And there are pledges of prosecution to wit John Doe and Richard Roe which said Bill follows in these words to wit. Adams District of Superior Court of Law. November Term 1803. Abner Duncan complains of David Johnston in custody of a plea of trespass on the case. For that whereas the said David Johnston on the sixteenth day of March, in the year of Our Lord One thousand eight hundred and two, at Natchez in the County of Adams, and District of Adams aforesaid, made his certain note in writing, commonly called a promissory note with his proper hand thereto subscribed bearing date on the day and year last mentioned, and then and there delivered the said note to a certain John Smith, by which said note the said David then and there promised to pay to the said John Smith or Order by the name of Smith Eight hundred and ninety dollars eighty seven and a half cents money of the United States, on or before the first day of March eight hundred and three for Value received. And the said John to whom or to whose Order the payment of the said sum of money contained in the said note was made after the making of the said note, and before the payment of the sum of money contained in said note or any part thereof, and also before the said time appointed by the said note for the payment thereof to wit on the eighteenth day of January in the year of Our Lord One thousand eight hundred and three at Natchez in the County and District aforesaid, indorsed the said note his proper hand being thereto subscribed, and by that Indorsement he the said John appointed the contents of the said note not paid to be paid to the said Abner Duncan, and then and there delivered the said note so indorsed to the said Abner Duncan of which said indorsement so made thereon as aforesaid he the said David afterwards to wit on the same day and year last mentioned at Natchez in the County and district aforesaid had notice, by reason of which and by force of the Statute in such case made and provided he the said David became liable to pay to the said Abner Duncan the sum of money contained in the said note according to the tenor and effect of said note and by the indorsement so made thereon as aforesaid and being so indebted and liable to pay the said David in consideration thereof. Afterwards to wit on the same day and year last mentioned at Natchez in the County and district aforesaid, took upon himself and then and there faithfully promised the said Abner Duncan that he would well and faithfully him the said sum of money contained in the said note according to the tenor and effect of the said note and the said indorsement so made thereon as aforesaid. Never the less the said David Johnston his promise and undertaking aforesaid in form aforesaid made, not in the least regarding the aforesaid sum of money to the aforesaid Abner Duncan hath not yet paid / Altho the same pay the said David by the said Abner Duncan has been often required, but the same to him to pay has hitherto altogether refused and still doth refuse to pay the same to the said Abner Duncan to his damage Eight hundred dollars, and therefore he brings suit &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams, on the third monday in November in the year of Our Lord one thousand eight hundred and three this cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the first monday in February in the year of Our Lord one

One thousand eight hundred and four this Cause was legally concluded.

Afterwards that is to say, on the first Monday in August in the year of our Lord one thousand eight hundred and four, to wit the day that said David Johns tow had to answer to the declaration of the said Abner L Duncan, before the Judges of the Territory aforesaid at the Court aforesaid, came the said Abner L Duncan in his proper person and the said David Johnston, at the solemnly called came not to answer, nor say, any thing, in bar or preclusion of the action of the said Abner L Duncan, by which the said Abner L Duncan remains therein unfunded against the said David Johnston, for which the said Abner L Duncan ought to recover against the said David Johnston the damages which he hath sustained by reason of the non performance of the promise and undertaking aforesaid. But because it is not known what damages the said Abner L Duncan hath sustained by reason of the premises aforesaid, therefore it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County. According to the directions of the Act of the General Assembly in such case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law to be holden at Natchez in and for the district of Adams, on the first Monday in August in the year of our Lord one thousand eight hundred and four. By, whom and so forth, who are there and so forth to recognize and so forth, and Enquire of the damages the said Abner L Duncan hath sustained by reason of the premises aforesaid. At which day came the Jurors of that Jury, whereof mention is above made, who being called Certain of them came to wit. Alphe Carter, Nathan Swayze, George Killian, John Boles, William Hoggatt, Philander Smith, Henry Hunter Junr, James Robinson, Edmund Woodbridge, Cypar Smith, William Turner and Anthony Catot, who being impannelled sworn and charged to enquire what damages the said Abner L Duncan hath sustained, upon their Oaths say that the said Abner L Duncan hath sustained damages by reason of the non performance of the promises, and undertakings aforesaid, over and above his costs and charges by him about his suit in that behalf expended to four hundred and twenty three dollars, and twenty five and a half Cents. Therefore it is Considered by the Court here that the said Abner L Duncan do recover against the said David Johnston his damages aforesaid by the Jury aforesaid in form aforesaid found, and also eight ten dollars and twenty five Cents, for his said costs and charges by him expended in and about prosecuting his said suit in that behalf by the said Court now here adjudged to the said David Johnston with his Apert. which said damages costs and charges Amount in the whole to four hundred and forty two dollars and one half Cents. And the said David Johnston, in mercy, and so forth.

James Speed & Reuben Kemper vs Henry Turner

Was before the Honorable Peter Bryan Brin David Herd & Thomas Rodney Esquay Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams, on the first Monday in August in the year of our Lord one thousand eight hundred and four.

But remembered that heretofore to wit, at a Superior Court of Law held at Natchez in and for the District of Adams, on the third Monday in June in the year of our Lord one thousand eight hundred and three, James Speed and Reuben Kemper by James Dunlop their Attorney brought in to the Court aforesaid their Bill against Henry Turner in

custody of the Sheriff of Adams County in the District of Adams of a plea
of trespass on the case, and there are pledges of prosecution to wit John Doe and
Richard Roe, which said Bill follows in these words to wit. Mississippi Territory
Adams District of June Term 1803. James Speed and Reuben Kemper Complain of
Henry Turner of Natchez in the district aforesaid and pray that he may be taken
into custody to answer them of a plea of trespass on the case, &c. And whereupon
the said Speed and Kemper complain that whereas on the ninth day of June
in the year of Our Lord 1803. at Natchez in the district aforesaid the said
Henry Turner was indebted to the said Speed and Kemper in the sum of five
hundred dollars lawful money of the United States, for the freight of diverse
goods wares and Merchandizes of the said Henry, by the said Speed and Kemper
at the special instance and request of the said Henry, before that time carried
on board and lashed in a certain Vessel or Keel bottomed boat of the said
Speed and Kemper called the Jefferson, and where of the said Speed and Kemper
were owners, from a foreign Port to wit from the Port of New Orleans to the Port
of Natchez in the Mississippi Territory to wit in the district aforesaid and
being so indebted to the said Henry in Consideration thereof afterwards, to wit
on the same day and year aforesaid at Natchez aforesaid, undertook and then
and there faithfully promised the said Speed and Kemper to pay them the
said sum of money when thereto afterwards he should be required. And whereas
also the said Henry afterwards to wit on the same day and year at the district
aforesaid, in Consideration that the said Speed and Kemper at the like special
instance, and request of the said Henry, had before that time carried and
conveyed divers other goods, wares, and Merchandizes in a certain other Vessel
or Keel bottomed boat of the said Speed and Kemper called the Jefferson
and where of the said Speed and Kemper were owners, from a foreign Port to wit
the Port of New Orleans to the port of Natchez in the Mississippi Territory to wit
in the district aforesaid to the said Henry then and there undertook and
faithfully promised the said Speed and Kemper to pay them so much money
as they therefore reasonably deserved to have when thereto the said Henry
should afterwards be required. And the said Speed and Kemper Avere that
they therefore reasonably deserved to have of the said Henry the sum of five hundred dol-
lars of like lawful money, of which the said Henry then and there had notice.
And whereas also the said Henry afterwards to wit on the same day and year
at the district aforesaid was indebted to the said Speed and Kemper in the sum of
five hundred dollars, money of the United States, for the like sum of money before
that time laid out and expended by the said Speed and Kemper for the use
of the said Henry, and at his special instance and request, and being so
indebted the said Henry afterwards to wit the same day and year at the district
aforesaid, undertook and then and there faithfully promised the said Speed and
Kemper to pay them the said last mentioned sum of money when thereto
afterwards he should be required. Nevertheless the said Henry not regarding
his aforesaid several promises and undertakings to wit hath not paid the said
Speed and Kemper the said several sums of money thereto often required, but the
same to them to pay hath refused and still doth refuse to the damage of said
Speed and Kemper one thousand dollars and therefore they bring suit &c.

And the said Henry by Edward Turner his Attorney comes and defends the

mony and injury when he. And says that the said James and Keuben ought not to have and maintain their said action against him, because he says he did not undertake and promise in manner and form as the said James and Keuben in their declaration set forth but he declared against him, and of this he puts himself upon the country.

And the Plea is left to the jury.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord one thousand eight hundred and thirty this Cause was legally Continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and thirty this Cause was legally Continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued.

Afterwards it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon twenty two good and lawful men of his County and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon ten good and lawful men of his County According to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and four. By whom and so forth who neither And so forth to recognize And so forth. Because as well and so forth the same day is given to the parties aforesaid there and so forth. At which day to wit before the Judges of the Territory aforesaid at the Court aforesaid there and there held. Came as well the said Speed and Kemper as the said Henry Turner by their Attorneys aforesaid. And the Jurors of whom mention is above made being called certain of them came to wit. Jesse Carter Nathan Sprayre, George Hill and John Boles, William Hoggate Philander Smith, Henry Hunted Junr, James Robinson Edmund Mcclurg, Elyah Smith, William Turner and Anthony Catib, who being empanelled chosen tried and sworn to speak the truth upon the matters within contained. Say upon their Oaths that the said Henry Turner did promise and undertake in manner and form as the said Speed and Kemper have above thereof complained against him. And they do assess the damages of the said Speed and Kemper on Occasion of the premises. besides their costs and Charges by them about their Suit in that behalf expended to One hundred and ninety Six dollars and eighty seven and a half Cents. Therefore it is considered by the Court here that the said Speed and Kemper do recover against the said Henry Turner as well the said sum of One hundred and ninety Six dollars and eighty seven and a half Cents for their damages aforesaid by the Jury aforesaid in form aforesaid Assessed. And also the sum of dollars and Cents for their costs and Charges by them about their Suit in that behalf expended by the said Court now here. adjudged to the said Speed and Kemper with their Appts. which said damages costs and Charges amount in the whole to Two hundred and dollars and Cents. and the said Henry Turner in mercy and so forth.

Samuel Neill vs William Bean.

Plas before the Honorable Peter Bryan David Kerr and Thomas Rodney Esqrs
Judges in and over the Mississippi Territory at a Superior Court
of Law held at Natchez in and for the district of Adams on the
first Monday in August in the year One thousand eight hundred & four.
Be it remembered that heretofore to wit do a Superior Court of Law held at
Natchez in and for the district of Adams on the third Monday in June in
the year of Our Lord One thousand Eight hundred and three Samuel Neill
by James Dunlop his Attorney brought into the Court aforesaid his bill against
William Bean in custody of the Sheriff of Adams County in the district
of Adams of a plea of trespass on the Case. And there are pledges of surety
to wit John Doo and Richard Roe, which said bill follows in these
words to wit. Mississippi Territory. Adams District. June Term 1803. —
Samuel Neill complains of William Bean of Adams County in the District
aforesaid and prays that he may be taken into Custody to answer him of a
plea of trespass on the Case &c And whereupon the said Samuel Neill com-
plains that whereas on the nineteenth day of April in the year of Our
Lord Eight hundred and two at the County and district aforesaid, the
said William was indebted to him in the sum of Eighty dollars and seventy
Cents lawful money of the United States for divers goods wares and Merchand-
izes before that time sold and delivered by the said Samuel to the said
William and at his special instance and request and being so indebted the
said William afterwards to wit the same day and year at the County and
district aforesaid upon himself did assume and unto the said Samuel
did then and there faithfully promise to pay him the said sum of Eighty
dollars and seventy Cents when there to afterwards he should be required.
And whereas also the said William afterwards to wit the same day and
year at the said district in consideration that the said Samuel had be-
fore that time sold and delivered to the said William at his special
instance and request, divers other goods wares and Merchandizes under-
took and then and there faithfully promised the said Samuel to pay him
so much as said last mentioned goods wares and Merchandizes were rea-
sonably worth at the time of the Sale and delivery thereof as aforesaid.
And the said Samuel Neill in fact saith, that said last mentioned goods
wares and Merchandizes were at the time of the Sale and delivery thereof
reasonably worth other eighty dollars and seventy Cents, of which the said
William then and there had notice. Nevertheless the said William not repay-
ing his aforesaid several promises and assumptions hath not paid the
said Samuel the aforesaid several sums of money, the often requires, but the
same to him to pay hath refused and still doth refuse, to the damage of
the said Samuel Neill two hundred and One dollars, therefore he brings
Suit &c. And the said Bean by Abner Duncan his Attorney comes and
defends the wrong and injury where &c. And says that he did not undertake and
promise in manner and form as said Neill complains against him. and of this
he puts himself upon the Country. And Plaintiff doth the like.

It was ordered to wit at a Superior Court of Law held at Natchez in and for the
district of Adams on the third Monday in June in the year of Our Lord one thousand
Eight hundred and three. This Cause was legally continued.

Afterwards to wit. at a Superior Court of Law held at Statchez in and for the district of Adams on the third Monday in November in the year of our Lord One thousand Eight hundred and four this cause was legally continued.

Afterwards to wit. at a Superior Court of Law held at Statchez in and for the district of Adams on the first Monday in February in the year of our Lord One thousand Eight hundred and four. this cause was continued.

Afterwards it is commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid. do Summon thirty two good and lawful men of his County, and the Sheriff of Nelson County in the district of Adams and Territory aforesaid. do Summon ten good and lawful men of his County. according to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid. at a Superior Court of Law to be holden at Statchez in and for the district of Adams, on the first Monday in August in the year of our Lord one thousand Eight hundred and four. By whom and so forth who neither and so forth to recognize. And so forth. Because as well and so forth. The same day is given to the parties aforesaid there and so forth. At which day before the Judges of the Territory aforesaid. at the Court aforesaid there and there held. Came as well the said Samuel Neill as the said William Bean by their Attornies aforesaid. and the said William Bean with draw his plea by him above in this behalf pleaded. and says that he cannot deny the Action of the said Samuel Neill. nor but that he did promise and undertake in manner and form as the said Samuel Neill above there of hath complained against. notwithstanding that he Ours to the said Samuel Neill besides his costs and charges by him about his Suit in that behalf expended the sum of One Cent for his damages which he hath sustained by reason of the non performance of the promises and assumption aforesaid. Therefore it is considered by the Court here that the said Samuel Neill do recover against the said William Bean his damages aforesaid in form aforesaid Confessed. and also the sum of nineteen dollars and twenty five cents. for his said costs and charges by him about his Suit in that behalf expended. by the said Court now here adjudge to the said Samuel Neill with his costs which said damages costs and charges amounts in the whole to nineteen dollars and twenty six cents and the said William Bean in Mercy and so forth.

Daniel Clark vs. Samuel B. Peboore

Pleas before the Honorable Peter Bryan Brann. David Kerr. and Thomas Rodney Esquiers. Judges in and Over the Mississippi Territory. at a Superior Court of Law held at Statchez in and for the district of Adams on the first Monday in August in the year of our Lord One thousand Eight hundred and four.

It is remembered that here to fore to wit. at a Superior Court of Law held at Statchez in and for the district of Adams on the third Monday in November in the year of our Lord One thousand Eight hundred and three. Daniel Clark by Lyman Hays in his Attorney. brought into the Court. aforesaid his bill against Samuel Peboore in Custody of the Sheriff of Adams County in the District of Adams of a plea of trespass on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit. Adams district of Superior Court of Law November Term 1803. Daniel Clark Complainant of Samuel Peboore in Custody &c. of a plea of trespass on the Case. For that whereas the said Samuel Peboore. on the first day of February. in the year of our Lord One thousand Eight hundred and Two. at New Orleans to wit in the district of Adams

aforesaid, made his certain note in writing, Commonly called a promissory note, with his own proper hand writing, being thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered the said note to One Bartholomew Borque, by which said note, the said Samuel P. Moore promised to pay unto the said Bartholomew Borque, by the name of Dr. Bartholomew Borque, at the end of said year of Our Lord one thousand eight hundred and two, the sum of one thousand nine hundred and twenty five dollars and five cents being equal in value to one thousand nine hundred and twenty dollars, money of the United States, for value received in two years work and labour of four Negroes at the rate of twenty dollars per month each. And the said Bartholomew Borque to whom or to whose Order the payment of the said sum of money contained in said note was to be made, after the making of the said note, and before the payment of the said sum of money contained in said note or of any part thereof, and also before the time appointed by the said note, for the payment thereof, took on the day and year aforesaid, at New Orleans aforesaid, Court at the District aforesaid, and there delivered the said note to the said Daniel Clark, when of the said Samuel P. Moore after wards to wit on the day and year last aforesaid, at New Orleans aforesaid, Court at the District aforesaid, then and there had notice by reason whereof and by force of the Statute in such case made and provided, the said Samuel P. Moore became liable to pay to the said Daniel Clark the said sum of money contained in said note according to the tenor and effect of said note, and Indorsement so made thereon as aforesaid. And being so liable the said Samuel P. Moore, after wards, to wit on the same day and year aforesaid, at New Orleans aforesaid, Court at the District aforesaid, undertook and then and there faithfully promised the said Daniel Clark to pay him the said sum of money contained in said note, according to the tenor and effect of said note, and Indorsement thereon as aforesaid. And whereas also the said Samuel P. Moore, after wards, to wit on the first day of August in the year aforesaid, at New Orleans aforesaid, to wit at the District of Adams aforesaid, made his certain other note in writing, Commonly called a promissory note, with his own proper hand thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered the said last mentioned note to the aforesaid Bartholomew Borque. By which said last mentioned note the said Samuel P. Moore promised to pay to the said Bartholomew Borque, by the name of Dr. Bartholomew Borque or Order the sum of four hundred and seven hundred dollars and twenty five cents, money of the United States, for value received in the same office when afterwards he the said Samuel P. Moore should be thereto required. And the said Bartholomew Borque to whom or to whose Order the payment of the said sum of money contained in said last mentioned note was to be made, after the making of the said note, and before the payment of the said sum of money contained in said last mentioned note or of any part thereof, and also before the time appointed by the said last mentioned note for the payment thereof, took on the day and year last mentioned, at New Orleans aforesaid, Court at the District aforesaid, and there delivered the said last mentioned note to the said Daniel Clark, when of the said Samuel P. Moore after wards to wit on the day and year last aforesaid, at New Orleans aforesaid, Court at the District aforesaid, then and there had notice by reason whereof and by force of the Statute in such case made and provided, the said Samuel P. Moore became liable to pay to the said Daniel Clark the said sum of money contained in said last mentioned note, according to the tenor and effect of said note, and Indorsement thereon as aforesaid. And being so liable the said Samuel P. Moore, after wards, to wit on the same day and year aforesaid, at New Orleans aforesaid, Court at the District aforesaid, undertook and then and there faithfully promised the said Daniel Clark to pay him the said sum of money contained in said last mentioned note, according to the tenor and effect of said note, and Indorsement thereon as aforesaid. And whereas also the said Samuel P. Moore, after wards, to wit on the first day of August in the year aforesaid, at New Orleans aforesaid, to wit at the District of Adams aforesaid, made his certain other note in writing, Commonly called a promissory note, with his own proper hand thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered the said last mentioned note to the aforesaid Bartholomew Borque. By which said last mentioned note the said Samuel P. Moore promised to pay to the said Bartholomew Borque, by the name of Dr. Bartholomew Borque or Order the sum of four hundred and seven hundred dollars and twenty five cents, money of the United States, for value received in the same office when afterwards he the said Samuel P. Moore should be thereto required. And the said Bartholomew Borque to whom or to whose Order the payment of the said sum of money contained in said last mentioned note was to be made, after the making of the said note, and before the payment of the said sum of money contained in said last mentioned note or of any part thereof, and also before the time appointed by the said last mentioned note for the payment thereof, took on the day and year last mentioned, at New Orleans aforesaid, Court at the District aforesaid, and there delivered the said last mentioned note to the said Daniel Clark, when of the said Samuel P. Moore after wards to wit on the day and year last aforesaid, at New Orleans aforesaid, Court at the District aforesaid, then and there had notice by reason whereof and by force of the Statute in such case made and provided, the said Samuel P. Moore became liable to pay to the said Daniel Clark the said sum of money contained in said last mentioned note, according to the tenor and effect of said note, and Indorsement thereon as aforesaid. And being so liable the said Samuel P. Moore, after wards, to wit on the same day and year aforesaid, at New Orleans aforesaid, Court at the District aforesaid, undertook and then and there faithfully promised the said Daniel Clark to pay him the said sum of money contained in said last mentioned note, according to the tenor and effect of said note, and Indorsement thereon as aforesaid.

Indorse to the said Daniel Clark, Whom the said Samuel Moore afterwards tourt on the day and year last aforesaid at New Orleans aforesaid tourt at the district aforesaid this another notice. By reason of which said promises, and by force of the statute in such case made and provided, the said Samuel P. Moore became liable to pay to the said Daniel Clark the said sum of money contained in said last mentioned note. According to the tenor and effect of said last mentioned note, and indentments so made thereon as aforesaid and being so liable the said Samuel P. Moore, afterwards tourt on the same day and year last mentioned at New Orleans aforesaid tourt at the district aforesaid, undertook and then and there faithfully promised the said Daniel Clark to pay him the said sum of money contained in said note last mentioned, According to the tenor and effect of said last mentioned note, and indentments thereon as aforesaid. And the said Samuel P. Moore by several promises and undertakings aforesaid in form aforesaid made not in the least regarding, the aforesaid several sums of money, many paid them of to the aforesaid Daniel Clark hath not yet paid, altho to pay the same the said Samuel P. Moore by the said Daniel Clark hath been often required, but to pay the same to him the said Saml. P. Moore hath hitherto altogether refused and still doth refuse to pay the same to the said Daniel Clark to his damage four thousand and seven hundred and dollars, and therefore he brings suit &c. —

And the said Samuel, by his attorney, Seth Lewis, comes and defends the force and injury, when &c. and saith that the said Daniel ought not to have and maintain his aforesaid Action against him, because he saith he did not assume in manner and form as the said Daniel hath declared against him, and of this he puts himself upon the country. — And the Plaintiff likewise.

Afterwards tourt at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three. This Cause was legally continued.

Afterwards tourt at a Superior Court of Law held at Natchez, in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand eight hundred and four. This Cause was legally continued.

Afterwards it is commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid, do summon thirty two good and law full men of his County, and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid, do summon ten good and law full men of his County. According to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law to be holden at Natchez, in and for the district of Adams, on the first Monday in August in the year of Our Lord, one thousand eight hundred and four. By whom and so forth, who neither and so forth, to recognize and so forth. Because as well and so forth. The same day is given to the parties aforesaid there and so forth.

At which day tourt before the Judges of the Territory aforesaid, at the Court aforesaid then and there held, came as well the said Daniel Clark as the said Samuel P. Moore by their Attornies aforesaid, and the Jurors of which number is Above made being called certain of them came tourt. To wit: Jephthah Nathan Swayer, George Hulebn, John Boler, William Hoggatt, Philander Smith Henry Hamer Bun, James Robins on Edmund Woodbridge, Elijah Smith William Turner and Anthony Catwitt, who being empanelled chosen tried and sworn to speak the truth on the matters within contained, say upon their Oaths that the said Samuel P. Moore did promise and undertake in manner and form as the said Daniel Clark above in his declaration hath alleged against him, and they do appraise the damages of the said Daniel Clark, on occasion of the promises beside his costs and charges by him about his suit in that behalf expended to two thousand five hundred and Twenty dollars and Eighty five Cents. Therefore it is considered by this Court here that the said Daniel Clark do recover against the Samuel P. Moore the said sum of Two thousand five hundred and twenty

dollars and Eighty five Cents for his said damages by the Juries aforesaid in
 form aforesaid apportioned and also the sum of Eighteen dollars and twenty five
 Cents for his said costs and charges by him expended in and about the pro-
 secuting his said suit in that behalf by the said Juries now here adjudged
 to the said Daniel Clark with his apportioned such said damages costs and
 charges amount in the whole to Two thousand five hundred and thirty nine
 dollars and ten Cents and the said Samuel Pelboore in mercy &c.

(Daniel Clark vs. Samuel Pelboore)

Heas before the Honorable Peter Bryan Chief Justice David Kerr. and Thomas Rodney Es-
 quires Judges in and over the Mississippi Territory at a Superior Court of
 Law held at Natchez in and for the district of Adams on the first Monday in
 August in the year of Our Lord One thousand Eight hundred and four.

It is remembered that heretofore to wit at a Superior Court of Law held at Natchez
 in and for the district of Adams on the third Monday in November in the year
 of Our Lord One thousand Eight hundred and thirty Daniel Clark by Lyman Harding
 his Attorney brought into the Court aforesaid the Bill of and to Samuel Pelboore in cus-
 tody of the Sheriff of Adams County in the District of Adams of a plea of Tres-
 pass on the Case (and there are allegers of jurisdiction to wit John Roe and Richard
 Roe which said Bill for cause in these words to wit: That as the said Superior
 Court of Law in November Term 1803. Daniel Clark Complainant of Samuel Pelboore in
 custody of a plea of trespass on the Case. In that whereas the said Samuel P.
 Moore on the twenty first day of September in the year of Our Lord one thou-
 sand eight hundred and one at New Orleans to wit at the district of Adams
 aforesaid made his certain note in writing commonly called a promissory note
 his own proper hand being thereto subscribed bearing date on the day and year
 last mentioned, and then and there delivered said last mentioned note to one
 Cherache de La Croix, by which said note the said Samuel Pelboore promised
 to pay unto the said Cherache de La Croix by the name of Monsieur le Che-
 valier de la Croix, or to his Order, on the first day of January the next ensuing
 the date of the said note the sum of four hundred and Twelve dollars law-
 full money of the United States for Value received. And the said Cherache de
 la Croix to whom or to whose Order the payment of the said sum of money con-
 tained in said note was to be made, after the making of the said note and
 before the payment of the said sum of money contained in said note or of
 any part thereof, and also before the time appointed by the said note for
 the payment thereof, to wit on the day and year aforesaid at New Orleans
 aforesaid to wit in the district aforesaid. Indorsed the said note his own proper
 hand writing, being thereto subscribed, and by that Indorsement the said Che-
 valier de La Croix appointed the contents of said note to be paid to the said
 Daniel Clark and then and there delivered the said note so indorsed to the
 said Daniel Clark, when of the said Samuel Pelboore afterwards to wit the
 day and year aforesaid to wit at New Orleans to wit in the district aforesaid
 then and there was notice by reason of which said promise and by force
 of the Statute in such Case made and provided. The said Samuel Pelboore
 he came liable to pay to the said Daniel Clark the said sum of money con-
 tained in said note according to the Tenor and effect of said note and in-
 dorsement so made thereon as aforesaid, and being so liable the said Samuel
 Pelboore afterwards to wit the same day and year aforesaid at New Orleans
 aforesaid to wit in the district aforesaid undertook and then and there
 faithfully promised the said Daniel Clark to pay him the said sum of money
 contained in said note according to the Tenor and effect of said note

and indorsement thereon as aforesaid. And that the said Samuel Pelboone his promise and undertaking aforesaid in form aforesaid made not in the least regard the aforesaid sum of money or any part thereof to the aforesaid Daniel Clark hath not yet paid. (altho to pay the same the said Samuel Pelboone by the said Daniel Clark hath been often requested / but to pay the same to him the said Samuel Pelboone hath hitherto altogether refused, and still doth refuse to pay the same to the said Daniel Clark who's damage Eight hundred dollars, and therefore brings suit, &c.

And the said Samuel by his Attorney. Seth Lewis Comes and defends the force and injury, when &c. And saith that the said Daniel ought not to have and maintain his Action aforesaid against him, because he saith that he did not assume upon himself in manner and form as the said Daniel above in his declaration hath alleged against him. and of this he puts himself upon the country, and the Plaintiff likewise.

Afterwards Court at a Superior Court of Law held at Starchez in and for the district of Adams, on the thirteenth day in November in the year of our Lord one thousand Eight hundred and three this Cause was legally continued.

Afterwards Court at a Superior Court of Law held at Starchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand Eight hundred and four this Cause was legally continued.

Afterwards it is commanded that the Sheriff of Adams County in the district of Adams, and Territory aforesaid. do Summon thirty two good and lawful men of his County. and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon ten good and lawful men of his County, According to the directions of the Act of the General Assembly in such case made and provided. to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Starchez in and for the district of Adams, on the first Monday in August in the year of our Lord one thousand Eight hundred and four By whom and so forth who within and so forth to recognize and so forth. Because as well and so forth. The same day is given to the parties aforesaid there and so forth. At which day Court before the Judges of the Territory aforesaid at the Court aforesaid then and then there came as well the said Daniel Clark as the said Samuel Pelboone by their Attorneys aforesaid. and the names of which mention is above made being called certain of them came to Court. To wit Nathan Sawyer, George Villan John Boles, William Hoggate, Philander Smith, Henry Hunter, John Robinson Edmund Mooloney, Elijah Smith William Turner and Anthony Collett who being empanelled chosen tried and sworn to speak the truth upon the matters within contained say upon their Oaths that the said Samuel Pelboone did promise and assume in manner and form as the said Daniel Clark above in his declaration hath alleged against him. and do assess the damages of the said Daniel Clark on Occasion of the premises besides his Costs and Charges by him about his Suit in that behalf expended to four hundred and sixty five dollars and seventy Eight Cents. Therefore it is Considered by the Court here that the said Daniel Clark do recover against the said Samuel Pelboone as well the said sum of four hundred and sixty five dollars and seventy Eight Cents. for his damages aforesaid by the Jurors aforesaid in form aforesaid assessed. by reason of the non performance of the promises and undertaking aforesaid. As also the sum of Eighteen dollars and seventy five Cents for his said Costs and Charges by him expended in and about prosecuting his said Suit in that behalf by the said Court now here adjudged to the said Daniel Clark with his Apent. which said damages Costs and Charges amount in the whole to four hundred and eighty four dollars and three Cents and the Defend in May

40
Boggs & Davidson vs. Daniel & Stephen Douglass.

Plas before the Honorable Peter Bryan Bruin David Kerr and Thomas Roney Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the first day in August in the year of Our Lord One thousand Eight hundred & four-

It is remembered that heretofore court at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three James Boggs and Nathaniel Davidson by Samuel Dunlop their Attorney brought into the court aforesaid this Bill against Daniel Douglass and Stephen Douglass in the body of the Sheriff of Adams County in the District of Adams of a plea of Debt. And there are pledges of prosecution lent John Doe and Richard Roe which said Bill follows in these words to wit Mississippi Territory Adams District ss. November Term 1803. James Boggs and Nathaniel Davidson of the City of Philadelphia Merchants trading under the firm of "Boggs Davidson" Complain of Daniel Douglass and Stephen Douglass of Natchez in the district aforesaid and pray that they may be taken into Custody to Answer said Boggs and Davidson of a plea that they render to them the sum of ten thousand Nine hundred and forty five dollars and Eighty four Cents Money of the United States which to the said Boggs and Davidson they owe and lawfully detain &c. and whereupon the said Boggs and Davidson by Dunlop their Attorney complain that whereas on the thirteenth day of September in the year of Our Lord One thousand Eight hundred and one at Natchez in the district aforesaid the said Daniel and Stephen by their certain writing obligatory Sealed with their seals and to the Court here Shewn the date whereof is the same day and year Acknowledged themselves to be held and firmly bound unto the said Boggs and Davidson in the sum of ten thousand Nine hundred and forty five dollars and Eighty four Cents Money of the United States to be paid to the said Boggs and Davidson when there to afterwards the said Daniel and Stephen should be required. Nevertheless the said Daniel Douglass and Stephen Douglass tho' of ten required yet have not paid the said Boggs and Davidson the aforesaid ten thousand Nine hundred and forty five dollars and Eighty four Cents. But the same to the said Boggs and Davidson to pay have refused and still do refuse to the damage of the said Boggs and Davidson five hundred Dollars and therefore they bring Suit &c.

And the said Daniel Douglass and Stephen Douglass by their Attorney Samuel McMahon come and Defend the wrong and injury when &c. and pray Oyer of the said Writing obligatory and it is read to them &c. and they also pray Oyer of the Condition of said Writing obligatory and it is read to them in these words to wit. "Know all men by these presents that we Daniel Douglass and Stephen Douglass both of the Town of Natchez in the Mississippi Territory Merchants are held and firmly bound to James Boggs and Nathaniel Davidson of the City of Philadelphia Merchants trading under the firm of Boggs and Davidson in the sum of ten thousand Nine hundred and forty five dollars and Eighty four Cents to be paid to the said Boggs and Davidson or their certain Attorney Executors Administrators or assigns to

which payment well and truly to be made we bind ourselves and each of us by himself
for and in the whole our heirs Executors and Administrators and each of us jointly
by these presents sealed with our seals, dated Natchez the thirtieth day of Sep-
tember One thousand Eight hundred and One. The Condition of this obliga-
tion is such that if the above bound Daniel Douglass and Stephen Douglass
or either of them, their or either of their heirs Executors or Administrators do and
shall well and truly pay, or cause to be paid to the said James Boggs and
Nathan Davidson, their Executors Administrators or Assigns the full sum of
Five thousand four hundred and Twenty two dollars and ninety two cents or
Merchantable Cotton at the current price on delivery on or before the twenty fourth
day of March One thousand Eight hundred and two, then this Obligation
to be void, Otherwise to be and remain in full force and Virtue.

Sealed and Delivered in the presence of
M. Wade
James Scutlock --

Daniel Douglass.

Stephen Douglass.



Which being read and heard the said Daniel and Stephen say that the said
Boggs and Davidson Ought not to have or maintain their said Action thereupon
against them, because they say that after the said sixth day of March in the
said Condition mentioned, and before the exhibiting said Bill they the said Daniel
and Stephen paid unto the said Boggs and Davidson the said sum of money in
said Condition mentioned, being the principal money mentioned in said Condi-
tion together with all Interest for the same then due to be at the County of
Adams Aforesaid, and this they are ready to verify, wherefore they pray Judgment
if the said Boggs and Davis Ought to have or maintain their said Action
thereof against them &c.

And the said James Boggs and Nathan Davidson say that for any
thing above alleged by the said Daniel Douglass and Stephen Douglass in
their said Plea above pleaded they Ought not to be precluded from having
their Action against them the said Stephen and Daniel, because they say
that the said Daniel and Stephen have not paid to them the said Boggs and
Davidson the said sum in said Condition mentioned, with all Interest thereon
due in such manner and form as the said Daniel and Stephen have above
alleged in their said plea, and this they pray may be enquired of by the Court.
And Defendants do the like.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the
district of Adams on the third Monday in November in the year of Our Lord One
thousand eight hundred and three this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the
district of Adams on the first Monday in February in the year of Our Lord One
thousand eight hundred and four this Cause was legally continued.

Afterwards it is commanded that the Sheriff of Adams County in the dis-
trict of Adams and Territory aforesaid do Summon thirty two good and lawful
men of his County, and the Sheriff of Wilkinson County in the district of Adams
and Territory aforesaid do Summon ten good and lawful men of his County according
to the directions of the Act of the General Assembly in such case made and provided
to be and appear before the Judges of the Territory aforesaid at the Superior Court of
Law held at Natchez in and for the district of Adams on the first Monday in
August in the year of Our Lord one thousand eight hundred and four, By John
and so forth, who must be and so forth to recognize and so forth. The same day is given to the parties aforesaid there and so forth. At which
day before the Judges of the Territory aforesaid at the Court aforesaid then and there
held, came as well the said Boggs and Davidson as the said Daniel and Stephen
Douglass by their Attorneys aforesaid. And the hour of which mention is above

made, being called certain of them came to wit. Jesse Carter, Nathan Seayes, John Boles, William Hoggatt, Daniel Grafton, David Greenleaf, Henry Hunt Junior, David Hunt, Elijah Smith, Philip Cornell, Washington Hubbard and Richard Lord, who being empanelled chosen tried and sworn to speak the truth on the matters within contained very upon their Oath, that the said Daniel Douglass and Stephen Douglass have not paid the said sum of Two thousand five hundred and twenty two dollars and ninety two Cents in the Condition of the writing obligatory aforesaid mentioned, with all interest thereon due in manner and form as in their pleading above they have alleged, and they find due to the said Boggs and Davidson the said Debt on the declaration mentioned, to be discharged on the payment of Two thousand five hundred and Eighty Eight dollars and four Cents, besides their Costs and Charges by them about their suit in that behalf expended. Therefore it is considered by the Court here that the said Boggs and Davidson do recover Against the said Daniel and Stephen Douglass as well the said sum of Two thousand five hundred and Eighty Eight dollars and four Cents by the said aforesaid in full as usual found for their debt. As also the sum of twenty dollars, for their said Costs and Charges by them expended in and about prosecuting their said suit in that behalf by the said Court, now here adjudged to the said Boggs and Davidson with their Apport, which said damages Costs and Charges Amount in the whole to Two thousand Six hundred and Eighty dollars and four Cents. And the said Daniel and Stephen Douglass in mercy and so forth.

Ferguson & Woolley by Anthony Catlett

Pleas before the Honorable Peter Bryan Bruin Lord Kern and Thomas Rooney Esquires Judges in and Over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand Eight hundred and four.

Be it remembered that heretofore to wit, at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and Three David Ferguson and Obelling Woolley by James Dunlop their Attorney brought into the Court aforesaid their Bill against Anthony Catlett in Custody of the Sheriff of Adams County in the District of Adams of a plea of Trespass on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe which said Bill follows in the second Court of the Mississippi Territory, Adams County Court, November Term 1803. David Ferguson and Obelling Woolley Merchants trading under the Firm of Ferguson and Woolley, Complain of Anthony Catlett of the District aforesaid and pray that he may be taken into Custody to answer them of a plea of Trespass on the Case. For that when on the twenty third day of December in the year of Our Lord One thousand Eight hundred and One in the District aforesaid the said Anthony was indebted to the said Ferguson and Woolley in the sum of One hundred and twenty five dollars, Money of the United States for the like sum of Money before that paid, laid out and expended by the said Ferguson and Woolley, for the use of the said Anthony, and at his special Instance, and request, and being so indebted the said Anthony afterwards to wit the same day and year at the District aforesaid undertook and promised the said Ferguson and Woolley to pay him the said sum of One hundred and twenty five dollars, when thereto afterwards he should be required. And whereas also the said Anthony, afterwards to wit, on the fifth day of

January in the year of Our Lord 1802. in the district aforesaid, was indebted to the said Ferguson and Woolley in the sum of two hundred dollars for money paid and several goods wares and Merchandise furnished a certain William Hutchinson for the use of the said Anthony, and his special instance and request, and being so indebted the said Anthony in consideration aforesaid, toward the same day or year last mentioned in the district aforesaid undertook and then and there fully promised the said Ferguson and Woolley, to pay them the said last mentioned sum of money, when thereto afterwards required. Now the said Anthony tho' often required, yet hath not paid to the said Ferguson and Woolley the aforesaid several sums of money, but the same to them to pay, hath refused and still doth refuse to the damage of the said Ferguson and Woolley three hundred and twenty five dollars. and therefore they bring suit &c.

And the said Anthony by his Attorney Seth Lewis Comy and defend, the force and injury when &c. and saith that the said Plaintiffs ought not to have, or maintain his Action aforesaid against him, because he saith he did not assume upon himself in manner and form as the said Plaintiffs above in their declaration have alleged against him, and of this he puts himself upon the country. And the Plaintiffs doth the like.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand Eight hundred and three this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four, this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of Our Lord One thousand Eight hundred and four. Came before the said David Ferguson and William Woolley, as the said Anthony latit, by their Attorneys aforesaid. And the said Anthony latit within aor the plea by him above pleaded. And says that he cannot deny the Action of the said Ferguson and Woolley, nor that that he did promise and undertake in manner and form as the said Ferguson & Woolley above in their declaration have alleged against him, nor that that he owes to the said Ferguson and Woolley under his bills and charges by him at his shut in that behalf expended for his damages sustained by reason of the non performance of the promises and undertakings aforesaid the sum of sixty four dollars and fifty nine cents. Therefore it is considered by the Court here that the said Ferguson and Woolley do recover against the Anthony latit as well the said sum of sixty four dollars and fifty nine cents for their damages aforesaid in form aforesaid Confessed. And also the sum of ten dollars and fifty cents for their said costs and charges by them expended in and about prosecuting their said suit in that behalf by the said Court now here assigned to the said Ferguson and Woolley within aor, which said damages costs and charges amount in the whole to eighty one dollars and nine cents and the said Anthony latit in mercy and so forth.

Joseph Maxwell vs John Overaker

Heas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and Over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of Our Lord One thousand Eight hundred and four.

Be it remembered that here to fore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three, Joseph Maxwell by Anna L

Duncan his Attorney brought into the Court aforesaid his bill Against John Overaker in Custody of the Sheriff of Adams County in the district of Adams of a plea of Respau on the case. and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit Adams District of Superior Court of Lower Missouri Term 1803 Joseph Maxwell complains of John Overaker and prays he may be taken into custody of a plea of Respau on the case. For that whereas the said John on the eighth day of May in the year of our Lord one thousand eight hundred & two in that chey in the County of Adams and district of Adams aforesaid made his certain note in writing Commonly called a promissory note his own proper hand being thereto subscribed bearing date the day and year last above mentioned and then and there delivered the same to Lewis Evans and George Overaker by which said note the said John Overaker then and there promised to pay to the said Lewis Evans and George Overaker or order on the first day of March next ensuing the date of said note the just and full sum of one thousand five hundred and twenty two dollars and fifteen cents lawful money of the United States for value received. And the said Lewis Evans and George Overaker to whom or to whose Order the payment of the said sum of money contained in the said note was to be made after the making of the said note and before the payment of the said sum of money contained in said note was to be made or any part thereof and also before the said time appointed by the said note for the payment thereof to wit on the second day and year aforesaid at that chey in the County and district aforesaid indorsed the said note their proper hand being thereto subscribed and by that Indorsement the said Lewis Evans and George Overaker appointed the contents of said note not paid to be paid to the said Joseph Maxwell or order and then and there delivered the said note so indorsed to the said Joseph Maxwell of which said Indorsement so made as aforesaid he the said John Overaker afterwards to wit on the same day and year aforesaid at that chey aforesaid in the County and district aforesaid had notice by means of which and by force of the Statute in such case made and provided he the said John Overaker became liable to pay to the said Joseph Maxwell the sum of money contained in the said note according to the tenor and effect of the said note and by the said Indorsement so made thereon as aforesaid and being so indorsed and liable to pay the said John Overaker in consideration thereof afterwards to wit on the same day and year aforesaid at that chey aforesaid in the County and district aforesaid undertook and then and there truthfully promised the said Joseph Maxwell that he would well and truly pay him the said sum of money contained in said note according to the tenor and effect of said note and the said Indorsement so made thereon as aforesaid. Now the said John his promise and undertaking as aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money to the aforesaid Joseph Maxwell hath not yet paid (altho to pay the same the said John Overaker by the said Joseph Maxwell has been often required) but to pay the same to him the said John Overaker hath hitherto altogether refused and still doth refuse to pay the same to the said Joseph Maxwell to his damage Two thousand five hundred dollars and there fore he brings Suit &c

And the said John Overaker by Messrs his Attorney comes and defends the wrong and injury when &c and says he did not assume and promise in manner and form as the said Joseph Maxwell hath alleged against him, and

hereof for trial puts himself upon the bounty. And the Plaintiffs doth the like.

Afterwards, Court, at a Superior Court of Law held at Starchey in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and thirty three. Cause was legally continued.

Afterwards Court at a Superior Court of Law held at Starchey in and for the district of Adams on the first Monday in February in the year of Our Lord One thousand eight hundred and forty three Cause was legally continued.

Afterwards it is commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid, do summon thirty two good and lawful men of his County, and the Sheriff of Williamson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the Act of the General Assembly in such cases made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Starchey in and for the district of Adams on the first Monday in August, in the year of Our Lord One thousand eight hundred and forty four. My Witness and so forth who neither and so forth to recognize and so forth. The same day is given to the parties aforesaid, their and so forth. At which day Court before the Judges of the Territory aforesaid, at the Court aforesaid then and there held. Came as well the said Joseph Maxwell as the said John Overaker by their Attorneys aforesaid, and the Jurors of which mention is above made being called certain of them came to wit, William Zimmer, Abraham Gattney, Brett Leonard Richard Thompson, George Newman Edmund Woolbridge, Timothy Ferrell, Ruben Denham, James McGuire, Anthony Miller, Roland Brown and John McCoy, who being impannelled, chosen tried and sworn to speak the truth upon the matters within contained. Say upon their Oaths that the said John Overaker, did promise and undertake, in manner and form as the said Joseph Maxwell hath above thereof complained against him, and they do appraise the damages of the said Joseph Maxwell on occasion of the premises besides his costs and charges by him about his suit in that behalf expended to twelve hundred and twenty one dollars and twenty seven and a half Cents. Therefore it is considered by the Court here that the said Joseph Maxwell do recover against the said John Overaker as well the said sum of twelve hundred and twenty one dollars and twenty seven and a half Cents for his damages aforesaid by the Jurors aforesaid in form aforesaid as also the sum of Ninety dollars and forty Cents for his said costs and charges by him expended in and about prosecuting his said suit in that behalf by the said Court now here adjudged to the said Joseph Maxwell with his apent, which said damages costs and charges amount in the whole to twelve hundred and Ninety dollars. Sixty seven and a half Cents and the said John Overaker in Durey and so forth.

Lewis Walcott vs. Daniel Douglass

Now before the Honorable Peter Bryan Bruce David Herr and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Starchey in and for the district of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and forty three. It is remembered that here before Court, at a Superior Court of Law held at Starchey in and for the district of Adams on the first Monday in August in the year of Our Lord One thousand eight hundred and thirty three Lewis Walcott by Abner L Duncan his Attorney brought into the Court aforesaid his Bill against

Daniel Douglass in Custody of the Sheriff of Adams County in the District of Adams of a plea of Trispass on the Case. And there are pleas of justification to wit John Doe and Richard Roe: which said Bill follows, in these words to wit Adams District of Superior Court of Law. November Term 1802. Lewis Valcourt complains of Daniel Douglass in Custody, &c. of a plea of Trispass on the Case. For that whereas the said Daniel Douglass on the twenty first day of March in the year of Our Lord One thousand Eight hundred and One at Natchez in the County of Adams and District of Adams aforesaid made this certain note in writing, Commonly called a promissory note, with his proper hand thereto Subscribed bearing date on the day and year aforesaid, and then and there delivered the said note to the said Lewis Valcourt by which said note the said Daniel Douglass promised to pay to the said Lewis Valcourt by the name of W. Lewis Valcourt or order on or before the first day of March next ensuing the date of said note the sum of four thousand seven hundred and eighty five dollars in Cash or Cotton at Cash price for Value Received. By reason whereof the said Daniel Douglass became liable to pay to the said Lewis Valcourt the sum of money contained in said Note according to the tenor and effect of said Note, and being so liable the said Daniel Douglass in Consideration thereof afterwards to wit on the same day and year aforesaid at Natchez in the County and District aforesaid undertook and then and there faithfully promised the said Lewis Valcourt to pay him the said sum of money contained in the said Note according to the tenor and effect of the said note. Nevertheless the said Daniel Douglass his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money in Cash or Cotton at Cash price to the aforesaid Lewis Valcourt hath not yet paid altho to pay the same the said Daniel Douglass by the said Lewis Valcourt has been often required. But to pay the same to him the said Douglass has hitherto altogether refused and still doth refuse to pay the same to the said Lewis Valcourt to his damage four thousand dollars and therefore he brings suit &c.

And the said Daniel Douglass by S. L. Mahon his Attorney comes and defends the force and injury when and says that he did not undertake and assume in manner and form as said Lewis Valcourt hath above alleged against him. and this he prays may be enquired of by the Country.

And the Plaintiff doth the like

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three this Cause was legally Continued.

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued.

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams And Territory aforesaid do summon thirty two good and

lawful men of his County, and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the Act of the general Assembly, in such case made and provided to be and appear, before the Judges of the Territory aforesaid, at a Superior Court of Law to be holden at Metchy in and for the district of Adams, on the first Monday in August in the year of Our Lord One thousand eight hundred and four. By whom and so forth who meet or and so forth, to recognize and so forth because as well as so forth, The same time is given to the parties aforesaid there, and so forth. At which day court before the Judges of the Territory aforesaid, at the Court aforesaid then and there, came as well the said Lewis Valcourt, as the said Daniel Douglass by their said Attorneys. And the Jurors of which mention is above made being called certain of them came to wit: William Turner, Abram Gattney, Isaac Leonard, Richard Thompson, George Sturman, Edmund Woodbridge, Timothy Torrell, Reuben Benham, James M. Gure, Anthony Miller, Roland Brown and John McCoys, who being duly elected, impaneled tried and sworn to speak the truth upon the matters within contained, say upon their Oaths that the said Daniel Douglass, did promise and undertake in manner and form, as the said Lewis Valcourt hath above thereof complained against him, and they do assess the damages of the said Lewis Valcourt by reason of the non performance of the said promises and undertakings, besides his Costs and Charges by him about his suit in that behalf expended to Two thousand Nine hundred and seventy one dollars and fifty one and a half Cents. Therefore it is considered by the Court here that the said Lewis Valcourt do recover against the said Daniel Douglass, as well the said sum of Two thousand Nine hundred and seventy one dollars fifty one and a half Cents, for his damages aforesaid by the Jurors aforesaid in form aforesaid assessed, as also the sum of twenty dollars and twenty five Cents for his said Costs and Charges by him about his suit in that behalf expended, by the said Court now here adjudged to the said Lewis Valcourt with his apent. Which said Damages Costs and Charges, amount in the whole to Two thousand Nine hundred and eighty eight dollars, twenty six and a half Cents. And the said Daniel Douglass in mercy and so forth.

Joseph Vidal vs. Jonathan Dayton.

Plas before the Honorable Peter Bryan Bruin, David Kerr, and Thomas Rodney Esquires, Judges in and over the Mississippi Territory, at a Superior Court of Law held at Metchy in and for the district of Adams, on the first Monday in August in the year of Our Lord One thousand Eight hundred and four. Be it remembered that hereofore court at a Superior Court of Law held at Metchy in and for the district of Adams, on the third Monday in November in the year of Our Lord One thousand Eight hundred and three, Joseph Vidal by Lyman Harden & his Attorney brought into the Court aforesaid his bill against Jonathan Dayton in Custody of the Sheriff of Adams County, in the district of Adams of a plea of Trespass on the Case, and there, are pledges of prosecution to wit John Doe and Richard Roe, which said Bill follows in these words. To wit, Adams District p. Superior Court of Law November Term 1803. Joseph Vidal Complain of Jonathan Dayton, in Custody &c. of a plea of Trespass on the Case, For that whereas the said Jonathan Dayton on the second day of February in the year of Our

Lord. One thousand Eight hundred and three, at Concordia town, at the district of Adams aforesaid, made his certain note in writing, commonly called a promissory note, his own proper hand writing being thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered the said note to the said Joseph Vidal, by which said note the said Jonathan Dayton, promised to pay to the said Joseph Vidal, by the name of Captain Joseph Vidal the sum of nine hundred Dollars, for value received, by reason where of the said Jonathan Dayton became liable to pay to the said Joseph Vidal the said sum of money, mentioned in said note, according to the tenor and effect of said note, and being so liable the said Jonathan Dayton afterwards, to wit on the day and year aforesaid, at Concordia aforesaid, to wit at the district aforesaid, undertook and then and there faithfully promised the said Joseph Vidal to pay him the said sum of money, contained in said note, according to the tenor and effect of said note. And whereas also the said Jonathan Dayton afterwards, to wit on the day and year last mentioned at Concordia aforesaid, to wit at the district aforesaid, accounted with the said Joseph Vidal of and concerning divers sums of money from the said Jonathan Dayton, to the said Joseph Vidal before that time due and owing and then and there in arrears and unpaid, and upon that account the said Jonathan Dayton was then and there found in arrears to the said Joseph Vidal in another sum of nine hundred Dollars and being so found in arrears the said Jonathan Dayton in consideration thereof afterwards, to wit on the day and year last mentioned, at Concordia aforesaid, to wit at the district aforesaid, took upon himself and then and there faithfully promised the said Joseph Vidal to pay him the said Joseph Vidal the said nine hundred dollars last mentioned, when he the said Jonathan Dayton should be thereto afterwards required. And whereas also the said Jonathan Dayton afterwards, to wit, on the same day, and year last mentioned, at Concordia aforesaid, to wit at the district aforesaid, was indebted to the said Joseph Vidal in other nine hundred dollars, by the said Joseph Vidal before that time lent and advanced to the said Jonathan Dayton and at his special instance and request, and being so indebted he the said Jonathan Dayton afterwards, to wit on the same day and year last aforesaid, at Concordia aforesaid, to wit at the district aforesaid, undertook and then and there faithfully promised the said Joseph Vidal to pay him the said last mentioned sum of money, when he should be thereto afterwards required. Now then the said Jonathan Dayton his several promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid several sums of money or any part thereof to the aforesaid Joseph Vidal hath not yet paid, altho to pay the same the said Jonathan Dayton by the said Joseph Vidal hath been often required (that to pay the same to him the said Jonathan Dayton hath hitherto altogether refused and that doth refuse to pay the same to the said Joseph Vidal, who is damag One thousand Dollars and therefore he brings suit &c. -

And the said Jonathan by his Attorney Seth Davis, comes and Defends the force and injury when &c. and saith that the said Joseph ought not to have or maintain his action aforesaid against him, because he saith that he did not approve and promise in manner and form as the said Joseph in his declaration hath alleged against him, and of this he puts himself upon the Country. And the said Joseph doth the like.

And for further plea in this behalf the said Jonathan according to the form of the Statute in such case made and provided saith that the said Joseph ought not to have and maintain his action aforesaid, because he saith that before the day of suing forth the Original writ of the said Joseph in this behalf toward the thirtieth day of April in the year of our Lord one thousand Eight hundred and three, at the County of Adams in the district aforesaid he paid to the said Joseph the sum of nine hundred dollars in full satisfaction and dis-

(Chase)

Charge of the sum of Money mentioned in the aforesaid Note specified in the said Joseph Vidal's Declaration, and that he is ready to verify, wherefore he prays Judgment of the said Court ought to have or maintain his action aforesaid against him.

Afterwards Court, at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in November in the year of Our Lord one thousand eight hundred and three this cause was legally continued.

Afterwards Court, at a Superior Court of Law held at Natchez in and for the district of Adams, on the first Monday in February in the year of Our Lord one thousand eight hundred and four this cause was legally continued.

Afterwards Court, it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid, do summon twenty two good and lawful men of his County. And the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County. According to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the first Monday in August in the year of Our Lord one thousand eight hundred and four. By whom and so forth who neither and so forth, to recognize and so forth. Because as well and so forth. The same day is given to the parties aforesaid there and so forth. At which day before the Judges of the Territory aforesaid, at the Court aforesaid then and there held came as well the said Joseph Vidal as the said Jonathan Dayton by their Attorneys aforesaid, and the Jurors of which mention is above made being called certain of them came to wit. Jeph Carter Nathan Sways, John Boles, Meriam Hoggatt Daniel Crafton David Greenleaf Henry Hunter, Junr. David Hunt Elyah Smith, Philip Spruce, Washington Dibblefeld, and Richard Lord, who being empanelled sworn and sworn to speak the truth on the matters within contained say upon their Oaths that the said Jonathan Dayton, did promise and undertake in manner and form, as the said Joseph Vidal hath above thereof complained against him, and they assess the damages of the said Joseph Vidal on account of the premises, besides his Costs and Charges by him about his suit in that behalf expended to to four hundred and twenty five dollars. Therefore it is considered by the Court here that the said Joseph Vidal do recover against the said Jonathan Dayton, as well the said sum of four hundred and twenty five dollars, for his damages aforesaid by the jurors aforesaid in form aforesaid as well as also the sum of sixteen dollars and twenty five Cents for his said Costs and Charges expended in and about the prosecuting his said suit in that behalf, by the said Court now here adjudged to the said Joseph Vidal with his apent, which said damages Costs and Charges amount in the whole to four hundred and forty three dollars and twenty five Cents, and the said Jonathan Dayton in mercy, and so forth.

William Payton vs. John Overaker.

Plas before the Honorable Peter Bryan Brum, David Fann and Thomas Morrey Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of Our Lord one thousand eight hundred and four.

Be it Remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in November, in the year of Our Lord one thousand eight hundred and three, William Payton by Seth Lewis his Attorney, brought into the Court aforesaid his bill against John Overaker in Custody of the Sheriff of Adams County in the district of Adams of a plea of a plea of Trespass on the Case, and there are pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit Adams District, Superior Court, November Term 1803. William Payton complains of John Overaker in Custody, &c. of a plea of trespass on the Case, for that whereas the said John on the Eighth day of May in the year of Our Lord one thousand eight hundred and two

at Strathey in the County of Aldam, in the district aforesaid, made his certain note
 in writing commonly called a promissory note, his own proper hand and name being thereto
 signed, bearing date the day and year last aforesaid, and thereby promised to pay to
 a certain George Overaker and Lewis Evans or Order the sum of One thousand six hundred
 and Seventy Six dollars and fifteen Cents lawful money of the United States, on the
 first day of March then next ensuing for value received by the said John and then
 and there delivered the said note to the said George and Lewis, and the said George
 and Lewis to whom or to whose Order the payment of the said sum of money contained
 in the said note was to be made, afterwards and before the payment of the said sum
 of money specified in the said note or any part thereof that is to say on the ninth
 day of May in the said year one thousand eight hundred and two at the County
 aforesaid, indorsed the said note, the proper names of the said George and Lewis,
 being thereon subscribed, with their own proper hands, by which said indorsement
 the said George and Lewis, ordered and appointed the said sum of money in the
 said note specified to be paid to the said William or Order, and then and there
 delivered the said note so indorsed to the said William, of which said indorsement
 so made as aforesaid, the said John afterwards test on the same day and year
 last aforesaid at the County aforesaid had notice, by reason whereof and by force of the
 Statute in such case made and provided, the said John became liable to pay to the said
 William the said sum of money contained in said note according to the tenor and effect
 of said note, and of the said indorsement so made thereon as aforesaid, and being
 so liable he the said John in Consideration thereof afterwards, to wit the same day
 and year last aforesaid, at the County aforesaid, on himself appeared and to the
 said William then and there faithfully promised, that he the said John the aforesaid
 sum of money in the said note contained to the said William would well and
 truly pay and satisfy, according to the tenor and effect of said note, and of the
 said indorsement so made thereon as aforesaid. And also whereas afterwards to wit
 the same day and year last aforesaid at the County aforesaid the said John was indebted
 to the said William in other sum of One thousand six hundred and Seventy Six
 dollars and fifteen Cents of like lawful money aforesaid, for divers goods, wares
 and merchandises by the said William to the said John at the special instance and
 request of the said John before that time sold and delivered, and being so indebted
 and also he the said John in Consideration thereof afterwards to wit the same
 day and year last aforesaid at the County aforesaid, on himself appeared
 and to the said William then and there faithfully promised that he the said
 John the said last mentioned sum of money to the said William would well
 and truly pay and satisfy, when ever he should be there to afterwards requested.
 And also whereas afterwards to wit the same day and year last aforesaid at
 the County aforesaid the said William and the said John had accounted had
 accounted together between themselves, of and concerning divers other sums
 of money, before that time due and owing from the said John to the
 said William and to the said William then and there being in arrears and unpaid
 and upon that account the said John was then and there found in arrears
 and indebted to the said William in other sum of One thousand six hundred
 and Seventy Six dollars, and fifteen Cents of like lawful money aforesaid
 and being so found in arrears and indebted, the said John in Consideration
 thereof afterwards to wit the same day and year aforesaid at the County
 aforesaid undertook and to the said William then and there faithfully promised
 that he the said John the aforesaid last mentioned sum of money to the said
 William would well and truly pay and satisfy, when ever he should be
 there to afterwards requested. Whereby the said John thought often

thereby requested the aforesaid several sums of money or any part thereof to the said William hath not yet paid, but to pay the same or any part thereof to the said William hath refused and still doth refuse, to the damage of the said William three thousand dollars, and thereupon he brings his suit.

And the said John Overaker by L. Hendung his Attorney, Comes and defends the wrong and injury when &c. and says he does not assume and promise in manner and form as the said William Payton hath alleged against him, and therefor he puts himself upon the Country, and the said Plaintiff doth the like.

Afterwards tourt at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three. This Cause was legally Continued.

Afterwards tourt, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four, this Cause was legally Continued.

Afterwards it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of McMinn County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County according to the direction of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez, in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four. By whom and so forth, who neither and so forth to recognize and so forth. Because as well and so forth. The same day is given to the parties aforesaid there, and so forth. At which day tourt, before the Judges of the Territory aforesaid, at the Court aforesaid there and there held came as well the said William Payton, as the said John Overaker by their Attornies aforesaid. And the Jurors, of which mention is above made being Called in and of them came to wit: William Turner, Abram Galtney, Israel Leonard, Richard Thomas, George Newman, Edmund Woolbridge, Timothy Ferrell, Reuben Denham, James McGuire, Anthony Miller, Roland Brown and John Mc Coy, who being empannelled Chosen tried and sworn to speak the truth, upon the matters within contained. Say upon their Oaths that the said John Overaker did promise and assume in manner and form as the said William Payton, above in his declaration hath alleged against him, and they do assess the damages of the said William Payton on Occasion of the premises. Under his costs and charges by him about his suit in that behalf expended to four hundred and fifteen dollars and fifty Eight and three fourth Cents. Therefore it is considered by the Court here that the said William Payton do recover against the said John Overaker as well the said sum of four hundred and fifteen dollars fifty Eight and three fourth Cents, for his damages aforesaid by the Jurors aforesaid in form aforesaid Assessed as also the sum of seventeen dollars and twenty five Cents, for his said costs and charges by him expended in and about the prosecuting his said suit in that behalf by the said Court now here adjudged to the said William Payton with his ap int. which said damages costs and charges amount in the whole to four hundred and thirty three dollars and Cents. and the said John Overaker in Mercy and so forth.

Guire & Dechl. vs. James Hogg.

Plaus before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquiers Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four.

Be it remembered that heretofore to wit, at a Superior Court of Law held at St. Charles in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three, Guire & Dehl. by their several Agents their Attorney brought into the Court aforesaid their bill against James Hogg in Custody of the Sheriff of Adams County in the district of Adams of a plea of Trespass on the Case. and there are pledges of prosecution to wit John Doe and Richard Roe. which said Bill follows in the words to wit: Adams District p. November Term 1803. Guire and Dehl. Complain of James Hogg in Custody of a plea of Trespass on the Case: &c. For that whereas the said James on the sixteenth day of February in the year of our Lord one thousand eight hundred and One. at Philadelphia to wit in the County of Adams in the district aforesaid made his certain note in writing commonly called a promissory note, his own proper hand writing being thereto subscribed, bearing date the day and year aforesaid and thereby ninety days after the date of the said note promised to pay to the Order of the said Guire & Dehl the sum of Three hundred and Eighty seven dollars and Ninety Eight Cents. without defalcation for Value received by him the said James. and then and there delivered the said note to the said Guire and Dehl. whereby and by force of the Statute in such Case made and provided, the said James became liable to pay to the said Guire and Dehl. the said sum of money mentioned in the said Note according to the tenor and effect of the said Note, and being so liable he the said James in Consideration thereof afterwards to wit on the same day and year aforesaid at the County aforesaid undertook and to the said Guire & Dehl then and there faithfully promised, that he the said James the aforesaid sum of money in the said note mentioned to the said Guire & Dehl would well and truly pay and satisfy, according to the tenor and effect of the said Note, And when as afterwards to wit on the twenty first day of May in the year aforesaid at the County aforesaid the said James was indebted to the said Guire and Dehl in other sum of Three hundred and Eighty seven dollars and Ninety Eight Cents for so much money of the said Guire and Dehl. by the said James at his special instance and request to the use of the said Guire and Dehl before that time had and received, and being so thereby indebted the said James in Consideration thereof afterwards to wit the same day and year last aforesaid at the County aforesaid undertook and to the said Guire and Dehl then and there faithfully promised, that he the said James the said last mentioned sum of money to the said Guire and Dehl would well and truly pay and satisfy, whenever he should be there to afters and requested. Yet the said James the often thereto requested, the aforesaid several sums of money, nor any part thereof to the said Plaintiff, hath not yet paid, but to pay the same hath hitherto refused and still doth refuse to the damage of the said Plaintiff Eight hundred dollars. and therefore he brings suit, &c.

And the said James Hogg by his Attorney comes and defends the force and injury when, &c. and saith that he did not promise and undertake in manner and form as the said Guire and Dehl above have alleged against him, and for trial puts himself upon the Country. And the said Plaintiff doth the like.

Afterwards to wit at a Superior Court of Law held at St. Charles in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three, this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at St. Charles in and for the district of Adams, on the first Monday in February in the year of our Lord one thousand eight hundred and four this Cause was legally continued.

Afterwards to wit at a Superior Court of Law held at St. Charles in and for the district of Adams on the first Monday in August in the year of

Our Lord One thousand eight hundred and four, came as well the said Guen and Dehl as the said James Hogg, by their attorneys aforesaid, and the said James Hogg relinquishing the plea by him above pleaded, says that he cannot deny the action of the said Guen and Dehl, nor but that he did promise and undertake in manner and form as the said Guen and Dehl, above in their declaration have complained against, nor true that the said Guen and Dehl, have sustained damages on occasion of the not performing of the said several promises and undertakings as in the said declaration is above supposed to four hundred and sixty three dollars and sixty three cents, besides his costs and charges by him about his suit in that behalf expended. Therefore it is considered by the Court here that the said Guen and Dehl do recover against the said James Hogg as well the said sum of four hundred and sixty three dollars and sixty three cents, for their damages aforesaid by the jurors aforesaid in form aforesaid, as also the sum of Eighteen dollars for his said costs and charges by them expended in and about prosecuting this said suit, in that behalf by the said Court now here adjudged to the said Guen and Dehl, with their apert, which said damages costs and charges amount in the whole to four hundred and eighty one dollars and sixty three cents and the said James Hogg in mercy and so forth.

Guen and Dehl vs. James Hogg.

Thus before the Honorable Peter Bryan Bruin, David Kerr and Thomas Rodney Esquires, Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams, on the first Monday in August in the year of our Lord One thousand Eight hundred and four.

Be it remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord One thousand Eight hundred and three Guen and Dehl, by their several Esquires their attorneys brought into the Court aforesaid their Bill against James Hogg in Custody of the Sheriff of Adams County in the district of Adams of a plea of trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Adams District Set November Term 1803. Guen and Dehl Complain of James Hogg in Custody &c. of a plea of Trespass on the Case For that whereas the said James on the sixteenth day of February in the year of our Lord One thousand Eight hundred and One at Philadelphia to wit in the County of Adams in the district aforesaid, made his certain note in writing, commonly called a promissory note, his own proper hand writing being there to Subscribed bearing date the day and year aforesaid, and then by Ninety days after the date of the said note, promised to pay to the Order of the said Guen and Dehl the sum of three hundred and Eighty seven dollars and Ninety Eight Cents for Value received by him the said James, and then and there delivered the said note to the said Guen and Dehl, whereby and by force of the Statute in such case made and provided the said James became liable to pay to the said Guen and Dehl the said sum of money contained in the said note. According to the tenor and effect of the said note, and being so liable the said James in Consideration thereof afterwards to wit the same day and year last aforesaid at the County aforesaid undertook and to the said Guen and Dehl then and there faithfully promised that he the said James the aforesaid sum of money in the said note contained to the said Guen and Dehl would well and truly pay and Content According to the tenor and effect of the said note, and whereas afterwards on the twenty fourth day of May in the same year last aforesaid at the County aforesaid the said James was indebted to the said Guen and Dehl in Other sum of three hundred and Eighty seven dollars, and Ninety Eight Cents for quires goods, wares and Merchandise by the said Guen and Dehl to the said James at the Special Instance

and request of the said James before that time sold and delivered and he
 so indebted to the said in consideration thereof afterwards, toward the same
 day and year last, affirmed at the County Court and under oath and to
 the said Guen and Dehl then and there faithfully promised that he the said
 James the said last mentioned sum of money to the said Guen and Dehl would
 truly pay and satisfy whenever he should be there afterwards requested (but the said
 James at the after then to requested the aforesaid several sums of money nor any
 part thereof to the said Guen and Dehl hath not paid, but to pay the same hath
 thereto refused and still doth refuse to the damage of the said Guen and Dehl
 Eight hundred dollars and thereupon they being thereto -

And the said James Hogg by James T. Hogg his Attorney comes and
 defends the force and injury when he and saith he did not promise and un-
 dertake in manner and form as the said Guen and Dehl above have
 alleged against him. And then of for trespass to himself upon the Country -
 And the Plaintiff doth the like -

Afterwards, toward at a Superior Court of Law held at Natchez in and
 for the district of Adams on the first Monday in November in the year of
 our Lord One thousand Eight hundred and three this cause was legally continued -

Afterwards, toward at a Superior Court of Law held at Natchez in and for
 the district of Adams on the first Monday in January in the year of our Lord
 One thousand Eight hundred and four this cause was legally continued -

And now at this day toward at a Superior Court of Law held at Natchez
 in and for the district of Adams on the first Monday in August in the
 year of our Lord One thousand Eight hundred and four came as well
 the said Guen and Dehl, as the said James Hogg by their Attorneys ap-
 peared. And the said James Hogg relinquishing the plea by him above stated
 in this behalf says that he cannot deny the action of the said Guen &
 Dehl. Nor but that he did promise and undertake in manner and form
 as the said Guen and Dehl have above thereof complained against him.
 nor true that the said Guen and Dehl have sustained damages on account
 of the non performance of the said several promises and undertakings
 in the said declaration of the said Guen and Dehl above mentioned besides
 their Costs and Charges by them about their said suit in that behalf expended
 to four hundred and sixty three dollars and sixty three Cents. Therefore
 it is considered by the Court here that the said Guen and Dehl do now
 against the said James Hogg as well the said sum of four hundred and
 sixty three dollars and sixty three Cents. Their damages aforesaid in form
 aforesaid confessed, as also the sum of Eighteen dollars for their said Costs
 and Charges by them expended in and about prosecuting their said suit
 in that behalf by the said Court now here adjudged to the said Guen &
 Dehl with their apert, which said damages Costs and Charges amount in
 the whole to four hundred and eighty one dollars and sixty three Cents and
 the said James Hogg in money and so forth -

Oliver Armsby vs. James Hogg

Shew before the Honorable Peter Bryan and Daniel David Kerr and Thomas Hogg
 Esquires, Judges in and over the Mississippi Territory, at a Superior Court
 of Law held at Natchez in and for the district of Adams on the
 first Monday in August in the year One thousand Eight hundred
 Be it remembered that here tofore toward at a Superior Court of Law held at

March in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three. Oliver Crosby by Samuel Sillaban his Attorney brought up to the Court aforesaid his bill against James Hogg in Custody of the Sheriff of Adams County in the district of Adams of a plea of debt and there are pledges of process to wit John Doe and Richard Roe which said bill follows in these words to wit: Messers the Court of Adams District of Columbia Term 1803. Oliver Crosby complaining of James Hogg in Custody &c. of a plea that he render to him the sum of thirteen hundred and ninety eight dollars, sixty six and two third cents which he justly owes to and unjustly retains from him. Now that whereas the said James Hogg, on the twenty sixth day of February one thousand eight hundred and two at the district of Adams aforesaid by his certain writing obligatory sealed sealed with the seal of the said James Hogg, and to the Court here shown, the date whereof is the same day and year last mentioned, bound himself his heirs and successors to pay Oliver Crosby or his Order on the first day of January, one thousand eight hundred and three the said sum of thirteen hundred and ninety eight dollars, sixty six and two third cents. Now that the said James Hogg, at the of ten requested to pay the same, hath not paid the said Oliver Crosby, the said sum of money or any part thereof, but hath hitherto altogether refused, and still doth refuse to pay the same to the said Oliver Crosby to his damage two thousand dollars and there for he brings suit.

And the said James Hogg by James Bain his Attorney, comes and defends the force and injury; when &c. and says that he ought not to be charged with the said debt by means of the said writing obligatory is not his deed, and of this he puts himself upon the Country. And the Plaintiff doth the like.

Afterwards to wit at a Superior Court of Law held at March in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three this cause was legally continued.

Afterwards to wit at a Superior Court of Law held at March in and for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four this cause was legally continued.

And now at this day to wit at a Superior Court of Law held at March in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four came as well the said Oliver Crosby by the said James Hogg by their said Attorneys aforesaid and the said James Hogg relinquishing the plea by him above pleaded says that he cannot deny the Action of the said Oliver Crosby. Nor but that the writing obligatory aforesaid in the said declaration of the said Oliver Crosby mentioned is his act and deed. Nor but that he owes to the said Oliver Crosby the said sum of thirteen hundred and ninety eight dollars and sixty eight cents in manner and form as the said Oliver Crosby above thereof hath confessed against him, besides his costs and charges by him about his suit in that behalf expended. Therefore it is considered by the Court here that the said Oliver Crosby do recover against the said James Hogg as well the said sum of thirteen hundred and ninety eight dollars and sixty eight cents, his debt aforesaid in form aforesaid Confessed as also the sum of seven hundred and fifty cents for his said costs and charges by him expended in and about the prosecuting his said suit in that behalf by the said Court now here adjudged to the said Oliver Crosby with his costs which said debt costs and charges amount in the whole to four thousand and fifty dollars and eighty cents. And the said James Hogg in mercy and so forth.

James McElroy, vs. Ferguson & Woolley

Was before the Honorable Mr. Judge in David Kerr and Thomas Rodney Esqrs
Judges and over the Mississippi Territory at a Superior Court of Law
held at Natchez in and for the district of Adams on the first Monday
in August in the year of Our Lord One thousand Eight hundred and Four.

Be it remembered that here before court at a Superior Court of Law held at Natchez
in and for the district of Adams on the third Monday in November in the year
of Our Lord One thousand Eight hundred and three, James McElroy by Symon
Harding his Attorney brought into the Court aforesaid his bill Against David
Ferguson and Melling Woolley in Custody of the Sheriff of Adams County in
the district of Adams of a plea of Trespass on the Case, and there are pleas
of prosecution from John Doi and Richard Roy. Which said bill follows in these
words to wit: Adams District of Superior Court, November Term 1803. James
McElroy Complainant of David Ferguson and Melling Woolley in Custody of
of a plea of Trespass on the Case. For that whereas at the time of making the
Several promises and Undertakings here after mentioned, and before, and
- Afterward the said David Ferguson and Melling Woolley were partners in trade
called and known by the name firm and style of Ferguson and Woolley, Court at
the County of Adams in the district of Adams aforesaid, and being so partners
the said Melling Woolley for himself and the said David Ferguson on the
twenty sixth day of June in the year of Our Lord one thousand Eight hun-
dred and One at the County and district aforesaid, made a certain note in
writing commonly called a promissory note, subscribed with his own proper hand
writing, bearing date the same day and year aforesaid, and then and there
delivered the said note to one Paul Gardner, and thereby for himself and
his said Partner the said David Ferguson promised to pay to the said Paul
Gardner by the name of M. Paul Gardner or Order in all the month of June
then next ensuing the date of said note, the sum of three hundred and sixty
nine dollars for value received, and the said Paul Gardner to whom or to whom
Order the payment of said sum of money contained in said note was to be
made, after the making said note, and before the payment of said sum of
money contained in said note, or of any part thereof to wit on the twelfth day
of May in the year of our Lord one thousand Eight hundred and Two, at the
County and district aforesaid, indorsed the said note his own proper hand
writing, being thereto subscribed, and by that indorsement the said Paul
Gardner appointed the contents of said note to be paid to one Alexander
Stirling, and then and there delivered the said note so indorsed to the said
Alexander Stirling, and the said Alexander Stirling, after the said
indorsement so made to him as aforesaid, and before the payment of the
said sum of money contained in said note, or of any part thereof to wit on
the day and year aforesaid at the County and district aforesaid indorsed
the said note his own proper hand writing being thereto subscribed and
by that indorsement the said Alexander Stirling appointed the contents of
said note to be paid to the said James McElroy, and then and there delivered
the said note so indorsed to the said James McElroy, of which said several
indorsements made on said note as aforesaid they the said David Ferguson
and Melling Woolley afterwards to wit on the day and year aforesaid at
the County and district aforesaid had notice, by means where of and by
force of the Statute in such case made and provided they the said David
Ferguson and Melling Woolley became liable to pay to the said James Mc-
Elroy the said sum of money contained in said note, according to the tenor
and effect of said note and of the said several indorsements so made thereon

as aforesaid, and being so liable, the said David Ferguson and Melling Woolley, his Consideration thereof, afterwards, to wit on the day and year aforesaid, at the County and District aforesaid, took upon themselves and their and there faithfully promised the said James McElroy, to pay him the said sum of money contained in said Note, according to the tenor and effect of said Note and of said Indorsements so made thereon as aforesaid. And whereas also, the said David Ferguson and Melling Woolley, afterwards, to wit on the same day and year aforesaid at the County and District aforesaid were indebted to the said James McElroy in other sum of three hundred and thirty nine dollars, at the special instance and request of the said David Ferguson and Melling Woolley, for them the said David Ferguson and Melling Woolley, and for their use before that time, to wit before, and Expended, and being so indebted the said David Ferguson and Melling Woolley, in Consideration thereof, afterwards, to wit on the day and year aforesaid at the County and District aforesaid, took upon themselves and their and there faithfully promised the said James McElroy, to pay him the said last mentioned sum of money, when they should be afterwards thereto required. Nevertheless the said David Ferguson and Melling Woolley, their several promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid several sums of money, or any part thereof to the aforesaid James McElroy, have not yet paid, nor has either of them done it, altho to pay the same the said David Ferguson and Melling Woolley, by the said James McElroy have been often required, but to pay the same to him the said David Ferguson and Melling Woolley have hitherto altogether refused, and still do refuse to pay the same to the said James McElroy, to his claim as herein hundred dollars and thereupon he brings suit &c.

Afterwards, to wit, at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three this Cause was legally Continued.

Afterwards, to wit, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four this Cause was legally Continued.

And now at this day, to wit, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four, came as well the said James McElroy, as the said David Ferguson and Melling Woolley, by their Attorneys aforesaid. And the said David Ferguson and Melling Woolley, say that they cannot deny the Action of the said James McElroy, nor that they did promise and undertake in manner and form as the said James McElroy has above thereof complained against them, nor that the said James McElroy hath sustained damages on occasion of the non performance of the said several promises and undertakings, in the said declaration mentioned, besides his Costs and Charges by him about his Suit in that behalf expended, to four hundred and thirty nine dollars and Eleven Cents. Therefore it is considered by the Court here that the said James McElroy do recover against the said David Ferguson and Melling Woolley, as well the said sum of four hundred and thirty nine dollars and Eleven Cents for his damages aforesaid in form aforesaid Confessed, as also the sum of nineteen dollars for his said Costs by him expended, in and about the prosecuting his said Suit in that behalf by the said Court now here adjudged to the said James McElroy with his apert, which said damages Costs and Charges amount in the whole to four hundred and fifty eight dollars and Eleven Cents, and the said David Ferguson and Melling Woolley, in mercy, and so forth.

Exort. of William Stephens, vs Ferguson & Woolley

Sheweth the Honorable Peter Bryan Brin David Hen and Thomas Rodney Esquiers, Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four.

Be it remembered that here before court at a Superior Court of Law held at
 Natchez in and for the district of Adams on the third Monday in November
 in the year of Our Lord One thousand Eight hundred and three. Alexander Norrie
 Charles Norwood. Alexander Milne. James Martin George Fitzgerald and George
 Cochran Executors of the last will and Testament of William Stephens late deceased
 by Lyman Harding their attorney brought into the Court aforesaid their bill
 against David Ferguson and Melting Woolley in Custody of the Sheriff of
 Adams County in the district of Adams of a plea of trespass on the case
 And there are plaques of prosecution brought John Doe and Richard Roe. which
 said bill follows in these words to wit: District of Adams for Superior Court
 of Law November Term 1803. Alexander Norrie Charles Norwood. Alexander Milne
 James Martin George Fitzgerald and George Cochran Executors of the last will and
 Testament of William Stephens late deceased. Complain of David Ferguson and
 Melting Woolley in Custody of the Sheriff of Adams of a plea of trespass on the case. For that
 Whereas the said David Ferguson and Melting Woolley, on the eighteenth day
 of December in the year of Our Lord One thousand Eight hundred and two, at
 the County of Adams in the district of Adams aforesaid. Accounted with the
 said Alexander Norrie, Charles Norwood. Alexander Milne. James Martin George
 Fitzgerald and George Cochran as well of and for certain sums of money
 by the said David Ferguson and Melting Woolley to the said William Stephens
 in his life time due and owing and yet unpaid, as for debts goods wares
 and Merchandise of the said William Stephens by him to the said William
 Stephens then living and in his life time sold and delivered to the said David Ferguson
 and Melting Woolley and at their Special Instance and request, and upon
 that Account the said David Ferguson and Melting Woolley were then and
 there found in Arrear to the said Alexander Norrie Charles Norwood Alexander
 Milne James Martin George Fitzgerald and George Cochran in the sum of six
 hundred dollars and being so found in Arrear the said David Ferguson and
 Melting Woolley in consideration thereof afterwards took on this day and year
 last aforesaid at the County and District aforesaid, took upon themselves and
 them and there faithfully promised the said Alexander Norrie Charles Norwood
 Alexander Milne James Martin George Fitzgerald and George Cochran
 to pay them the said sum of money, when they the said David Ferguson
 and Melting Woolley, should be thereto afterwards required. Nevertheless the
 said David Ferguson and Melting Woolley their promise and undertaking
 aforesaid in form aforesaid made. Not in the least regarding the
 aforesaid sum of money, or any part thereof to the said Alexander Norrie
 Charles Norwood Alexander Milne James Martin George Fitzgerald and George
 Cochran have not yet paid nor has either of them done it, tho often thereto
 requested and demanded, but to pay the same to them or to either of them
 the said David Ferguson and Melting Woolley have hitherto altogether
 refused, and still do refuse to pay the same to the said Alexander Norrie
 Charles Norwood Alexander Milne James Martin George Fitzgerald and
 George Cochran or to either of them to their damage one thousand dollars
 and thereupon they bring Suit &c. And they also bring here into Court
 the last Testamentary of the said William Stephens, whereby it appears
 by appears to the Court here that they are Executors of said Will and

Testaments, and have administration thereof &c. And the said Ferguson and Woolley, by counsel for their Attorney come and defend the force and injury when he said that they did not promise and undertake in manner and form as the said William Selphens the witness hath alleged, and for trial put themselves upon the country. And the Plaintiff do the like.

Afterwards Court at a Superior Court of Law held at Stachez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three this cause was legally continued.

Afterwards Court at a Superior Court of Law held at Stachez in and for the district of Adams, on the first Monday in February in the year of our Lord one thousand Eight hundred and four this cause was legally continued.

Afterwards Court at a Superior Court of Law held at Stachez in and for the district of Adams, on the first Monday in August in the year of our Lord one thousand Eight hundred and four. Came as well the said Plaintiffs as the said Defendants by their said Attorneys, and the said Defendants putting the plea by them above pleaded, say that they cannot deny the action of the said Plaintiffs, nor that they did promise and undertake in manner and form as the said Plaintiffs above have complained against them, nor that the said Plaintiffs have sustained damages by reason of the nonperformance of the said promise and undertaking besides their costs and charges by them about their suit in that behalf expended to ten hundred and forty five dollars. Therefore it is considered by the Court here that the said Plaintiffs do recover against the said Defendant, as much the said sum of ten hundred and forty five dollars for their damages aforesaid in form aforesaid Confirmed, as also the sum of nineteen dollars for their said costs and charges by them expended in and about prosecuting their said suit in this behalf by the said Court now here adjudged to the said Plaintiffs with their apert which said damages costs and charges amount in the whole to ten hundred and sixty four dollars, and the said Defendants in money and so for the

Leonard Pomet vs Ferguson and Woolley

Held before the Honorable Peter Bryan Bruin, David Hark and Thomas Rodney,

Esquires Judges, in and over the Mississippi Territory, at a Superior Court of Law held at Stachez, in and for the district of Adams, on the first Monday in August, in the year of Our Lord One thousand Eight hundred and four.

Port rememered that hitherto Court at a Superior Court of Law held at Stachez in and for the district of Adams, on the third Monday in November in the year of Our Lord One thousand Eight hundred and three, Leonard Pomet by Lyman Harding, Esquire his Attorney, brought into the Court aforesaid his bill against David Ferguson and Melling Woolley, in Custody of the Sheriff of Adams County, in the District of Adams, of a plea of trespass on the case, and there are pledges of prosecution to wit John Doe and Richard Roe, which said Bill follows in these words, to wit. Adams District of Superior Court November Term 1813. Leonard Pomet Complain of David Ferguson and Melling Woolley in Custody &c. of a plea of Trespass on the Case, for that whereas, at the time of making the several promises and undertakings hereafter mentioned and before and afterwards the said David Ferguson and Melling Woolley were partners in trade under the style and firm of Ferguson and Woolley at the County of Adams and district of Adams aforesaid and whereas on the third day of March in the year of Our Lord One thousand Eight hundred and Two, one John Doe their servant of and Agent to the said David Ferguson and Melling Woolley, and for the said David Ferguson and Melling Woolley, at the County and district aforesaid made a certain note in writing commonly called a promissory note, subscribed with his own proper hand for the said David Ferguson and Melling Woolley, by the name of Ferguson and Woolley, bearing date on the day and year last aforesaid, and then and there for the said David Ferguson and Melling Woolley, delivered the said note to the said Leonard Pomet, and thereby for the said David Ferguson and Melling Woolley, promised that they would

pay on demand to the said Leonard Pomet, by the name of Mr. Leonard Pomet
 or Order the sum of four hundred and thirty six dollars and fifty Cents, with legal
 interest until paid, for the balance due the said Leonard Pomet on Settlement with
 the said David Ferguson and Melling Woolley, by reason whereof the said David
 Ferguson and Melling Woolley, became liable to pay to the said Leonard Pomet the
 said sum of money contained in said Note, according to the tenor and effect
 of said Note, and being so liable the said David Ferguson and Melling Woolley
 in Consideration thereof. Afterwards to wit, on the day and year last aforesaid
 at the County and District aforesaid took upon themselves and then and there
 faithfully promised the said Leonard Pomet to pay him the said sum of money
 contained in said Note, according to the tenor and effect of said Note. And
 whereas also afterwards to wit on the day and year last aforesaid the said
 David Ferguson and Melling Woolley, at the County and District aforesaid
 made then certain Note in writing, Commonly called a promissory note with
 their proper hand thereunto subscribed, bearing date on the day and year last
 aforesaid and then and there delivered said last mentioned Note to the said
 Leonard Pomet, by which said last mentioned Note the said David Ferguson
 and Melling Woolley, promised to pay unto the said Leonard Pomet, by the
 name of Mr. Leonard Pomet, or Order on demand, the sum of four hundred
 and thirty six dollars and fifty Cents, with legal interest until paid for
 Value received, of the said Leonard Pomet, by reason whereof the said
 David Ferguson and Melling Woolley, became liable to pay to the said Leonard
 Pomet the said sum of money contained in said last mentioned Note, according to the
 tenor and effect of said last mentioned Note, and being so liable the said David Ferguson
 and Melling Woolley in Consideration thereof. Afterwards to wit on the day
 and year last aforesaid, at the County and District aforesaid, took upon himself
 and then and there faithfully promised the said Leonard Pomet to pay him the
 said sum of money contained in said last mentioned Note, according to the
 tenor and effect of said last mentioned Note, and whereas also afterwards
 to wit on the day and year last aforesaid the said David Ferguson and Melling
 Woolley, at the County and District aforesaid, accounted with the said Leonard
 Pomet, of and concerning divers sums of money, from the said David Ferguson
 and Melling Woolley, before that time due and owing to the said Leonard
 Pomet, and then and there in Arrear and unpaid, and upon that Account
 the said David Ferguson and Melling Woolley, were then and there found
 in Arrear to the said Leonard Pomet in the sum of four hundred and
 thirty six dollars and fifty Cents, and being so found in Arrear the
 said David Ferguson and Melling Woolley in Consideration thereof after
 wards to wit on the day and year last mentioned, at the County and
 District aforesaid, took upon himself and then and there faithfully pro-
 mised said Leonard Pomet to pay him the said last mentioned sum of money
 when they should be then afterwards required. Nevertheless the said David
 Ferguson and Melling Woolley, this several promises and undertakings
 aforesaid in form aforesaid made, not in the least regarding the aforesaid
 several sums of money, or any part thereof, to the aforesaid Leonard Pomet
 have not yet paid, nor has either of them done it, although to pay the

same the said David Ferguson and Melling Woolley by the said Leonard Pomet have
 been often requested, but to pay the same to him the said David Ferguson and Melling
 Woolley have hitherto altogether refused and still do refuse to pay the same to the said
 Leonard Pomet, to his damage eight hundred dollars and thereupon he brings this
 And the said Ferguson and Woolley, by James Dunlop their Attorney, come
 and defend the force and injury, when &c. And say that they did not promise and un-
 dertake in manner and form as said Leonard Pomet hath alleged against them,
 and thus they pray, may be any of us, the Country, and the Plaintiff doth this
 line
 Affairs and Court at a Superior Court of Law held at Starchez in and
 for the district of Adams, on the third Monday in November in the year of our
 Lord One thousand Eight hundred and thirty this Cause was legally continued.
 Afterwards Court at a Superior Court of Law held at Starchez in and for
 the District of Adams, on the third Monday in February in the year of our Lord
 One thousand Eight hundred and four this Cause was legally continued.
 And now at this day to wit at a Superior Court of Law held at Starchez
 in and for the district of Adams, on the first Monday in August in the year
 of our Lord One thousand Eight hundred and four came as well the said Leonard
 Pomet as the said David Ferguson by their said Attorneys, and the said David
 Ferguson and Leonard Pomet, renouncing the plea by them above pleaded
 say that they cannot deny the Action of the said Leonard Pomet, nor but that they
 did promise and undertake in manner and form as the said Leonard Pomet
 above in his declaration has alleged thereof against them, nor but that the
 said Leonard Pomet hath sustained damages on account of the non per-
 formance of the said several promises and undertakings besides his Costs
 and Charges by him about his Suit in that behalf expended to four hundred
 and Eighty Nine dollars, and Seventy Cents. Therefore it is considered by the
 Court here that the said Leonard Pomet do recover against the said David
 Ferguson and Melling Woolley, as well the said sum of four hundred and Eighty
 Nine dollars and Seventy Cents, his damages aforesaid by the Jurors aforesaid
 in form aforesaid as well as also the sum of nineteen dollars for his said
 Costs and Charges by him expended in and about the prosecuting his
 said Suit in that behalf by the said Court now here adjudged to the said
 Leonard Pomet with his apint: which said damages Costs and Charges
 Amount in the whole to five hundred and Eight dollars and Seventy Cents
 And the said David Ferguson and Melling Woolley in mercy and so forth

Chew & Relf vs William Brooks

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney
 Esquires Judges in and over the Mississippi Territory at a Superior Court of Law
 held at Starchez in and for the district of Adams on the first Monday
 in August in the year of our Lord One thousand Eight hundred and four.

Be it remembered that heretofore Court at a Superior Court of Law held at Starchez in
 and for the district of Adams on the third Monday in November in the year of our
 Lord One thousand Eight hundred and three Beverly Chew and Richard Relf by Edward
 Turner their Attorney brought into the Court aforesaid their Bill against William Brooks
 in Custody of the Sheriff of Adams County, in the district of Adams of a plea of trespass
 on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe
 which said Bill follows in these words to wit. Mississippi Territory Adams District Super-
 nor Court of Law November Term 1803. Beverly Chew and Richard Relf by Edward
 Turner their Attorney complain of William Brooks in Custody &c. of a plea of trespass
 on the Case. For that whereas at the time of the making the promise and undertake

hereafter mentioned, and before and Afterwards to wit the said Beverly Chew and Richard Kelf were partners in trade under the firm and style of Chew and Kelf town at Natchez in the district of aforesaid, and whereas, the said William Brooks, on the fifth day of October, in the year of our Lord One thousand Eight hundred and two, town at Natchez aforesaid in the district of aforesaid, made his certain Note in writing Commonly called a promissory Note, subscribed with his own proper hand writing bearing date the same day and year aforesaid, and then and there delivered the said Note to the said Beverly Chew and Richard Kelf and thereby for value received promised to pay to the said Beverly Chew and Richard Kelf by the names of Messrs Chew Kelf or Order five hundred dollars Twenty days after the date of said Note, by remittance of and by force of the Statute in such Case made and provided the said Note and became liable to pay to the said Beverly and Richard the said sum of money contained in the said Note. According to the tenor and effect of the said Note and being soluble the said William in Consideration thereof afterwards town on the same day and year aforesaid, at Natchez aforesaid in the district of aforesaid, undertook and faithfully promised the said Beverly and Richard to pay them the said sum of money contained in the said Note, according to the tenor and effect of the said Note. Yet the said William altho often requested by the said Beverly and Richard, town at Natchez aforesaid in the district of aforesaid, hath not yet paid the said sum of money or any part thereof to the said Beverly and Richard, or to either of them but to pay the same or any part thereof to the said Beverly and Richard or to either of them he the said William hath hitherto altogether refused and still refuses to the damage of the said Beverly and Richard seven hundred dollars and therefore they bring their Suit &c.

And the said William by his Attorney Seth Lewis Comes and deposes the force and injury when &c. and saith that the said Plaintiffs ought not to have or maintain their Action aforesaid against him, because he saith he did not assume upon himself in manner and form as the said Plaintiffs above in their Declaration have alleged against him, and of this he puts himself upon the Country. And the Plaintiffs likewise.

Afterwards town at a Superior Court of Law held at Natchez in and for the district of Adams, on the third Monday in November in the year of our Lord One thousand Eight hundred and three, this Cause was legally continued.

Afterwards town at a Superior Court of Law held at Natchez in and for the district of Adams, on the first Monday in February in the year of our Lord One thousand Eight hundred and four, this Cause was legally continued.

Afterwards town it is Commaneted that the Sheriff of Adams County in the district of Adams and Territory aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the Act of the General Assembly in such Case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law to be holden at Natchez in and for the district of Adams, on the first Monday in August in the year of our Lord One thousand Eight hundred and four. By whom and so forth who neither and so forth to recognize and so forth. Because a well and so forth. The same day is given to the parties aforesaid then and so forth.

At which day were before the Judges of the Territory aforesaid at the Court aforesaid
men and there held came as well the said Chew and Kelf as the said William Brooks
by their Attorneys aforesaid. and the names of whom mention is above made being
called Certain of them came to wit. Roland Brown William Price. James Mott James
Foster. William Cochran. Edward Melch. Oliver Spence William Barland Patrick Conner
by James Gormley. Neil McCann and Bennet Truly who being sworn each one
did and sworn to speak the truth upon the matters within contained say upon
their Oaths that the said William Brooks did promise and undertake in manner
and form as the said Chew and Kelf above have complained against him. and
they do asess the damages of the said Chew and Kelf on Account of the premises
besides their Costs and Charges by them about their suit in that behalf expended to
five hundred dollars. This fact is considered by the Court here that the said
Chew and Kelf ~~the~~ ^{are} against the said William Brooks as well the said sum
of five hundred dollars for their damages aforesaid by the Jurors aforesaid in form
aforesaid assessed. as also the sum of sixteen dollars for their said Costs and
Charges by them about their suit in that behalf expended by the said Court now
here assigned to the said Chew and Kelf with their spent what said damages
Costs and Charges amount on the whole to five hundred and sixteen dollars
and the said William Brooks in moneys and so forth —

Henry Turner & Co. vs William Kirkwood

Plas before the Honorable Peter Bryan Brinn David Herr and Thomas Rodney
Esquires. Judges in and over the Mississippi Territory, at a Superior Court
of Law held at Natchez in and for the district of Adams on the first
Monday in August in the year of Our Lord one thousand Eight hundred four.

It is remembered that heretofore to wit at a Superior Court of Law held at Natchez
in and for the district of Adams on the third Monday in November in the year
of Our Lord one thousand Eight hundred and three. Henry Turner and Daniel M'Con
by Edward Turner their Attorney brought into the Court aforesaid their bill against
William Kirkwood in Custody of the Sheriff of Adams County in the district
of Adams of a plea of trespass on the Case, and there are pledges of prosecution
to wit John Doe and Richard Roe, which said Bill follows in these words to wit
Adams District of Superior Court of Law November Term 1823. Henry Turner and
Daniel M'Con by Edward Turner their Attorney Complain of William Kirkwood in Custody
to wit so. of a plea of trespass on the Case. For that whereas at the time of making
the promise and undertaking hereafter mentioned, and before and afterwards
to wit the said Henry Turner and Daniel M'Con. were merchants and partners in
trade, under the firm and style of Henry Turner and Company, to wit at Natchez
in the district aforesaid. and whereas the said William Kirkwood on the
Eighteenth day of May in the year of Our Lord one thousand Eight hundred three
at Natchez in the district aforesaid. made his certain note in writing commonly
called a promissory note, with his proper hand thereto subscribed, bearing date on
the day and year last mentioned and then and there delivered the said note to the
said Henry Turner and Daniel M'Con, by which said note the said William Kirkwood
promised to pay to the said Henry Turner and Daniel M'Con, by the name
of Henry Turner and Company or order the sum of two hundred and four
Dollars, thirty two and one half Cents, for value received, with lawful interest
from the first day of February next ensuing the date of the said note, by reason
whereof the said William Kirkwood became liable to pay to the said Henry
Turner and Daniel M'Con the said sum of money contained in said note
According to the tenor and effect of said note and being so liable the said William

Herkwood in Consideration thereof, afterwards to wit on the day and year last mentioned at Natchez aforesaid in the district aforesaid, undertook and then and there faithfully promised the said Henry Turner and Daniel M'Box to pay them the said sum of money contained in said Note, according to the sum and effect of said Note. But then, the said William Herkwood his promises and undertaking aforesaid in form aforesaid made, not in the least regarding the aforesaid sum of money, or any part thereof to the aforesaid Henry Turner and Daniel M'Box, or to either of them, hath not yet paid, altho to pay the same the said William Herkwood in the said Henry Turner and Daniel M'Box hath been often required. But to pay the same to the said Henry Turner and Daniel M'Box or to either of them, the said William Herkwood hath hitherto altogether refused and still doth refuse to pay the same to the said Henry Turner and Daniel M'Box or to either of them to their damages three hundred Dollars and there upon they bring suit &c.

And the said William by his Attorney Seth Lewis his Attorney Comy and defends the force and injury when &c. and saith that the said declaration of the said Henry and Daniel, in manner and form aforesaid above made and the matters therein contained are not sufficient in law for the said Henry and Daniel to have and maintain their Action aforesaid against him the said William to which said declaration the said William hath no need nor is he obliged by the law of the land to answer and this he is ready to verify. Wherefore for want of a sufficient Declaration in this behalf the said William prays Judgment if the said Henry and Daniel ought to have and maintain their Action aforesaid against him and for Causes of demurrer in law in this behalf. The said William according to the form of the Statute in such Case made and provided. Shews to the Court how there Causes following that is to say, for that there is not any time alleged and set forth in and by the said declaration, when the sum of money therein mentioned became due and payable by the said William to the said Henry and Daniel, neither is it set forth and Shewn in and by the said declaration that the said sum of money ever became due or how is due and payable by the said William to the said Henry and Daniel, and also that the said declaration wants form &c.

And the said Henry and Daniel by Edward Turner their Attorney say that by any thing before alleged they ought not to be barred from having their said Action maintained against the said William, because they say that the said declaration, and the matters therein contained, are good and sufficient in law to maintain the said Action of the said Henry and Daniel against the said William, which said declaration and the matters therein contained the said Henry and Daniel are ready to verify and prove to the Court &c. and because the said William does not answer the said declaration nor has hitherto in any manner denied the same the said Henry and Daniel pray Judgment and that their damages by reason of the premises to be adjudged to them.

Afterward, to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand Eight hundred and three this Cause was legally continued.

Afterward to wit at a Superior Court of Law held at Natchez in and

for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four. This Cause was legally continued.

Afterwards by consent of the said Parties by their Attorneys aforesaid it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do summon thirty two good and lawful men of his County and the Sheriff of McKuson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County. According to the direction of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four to and Truly to inquire of the damages the said damages which the said Plaintiffs may have sustained on occasion of the said premises. The same time is given to the said Defendant at the same place and so forth. At which day Court before the Judges of the Territory aforesaid at the Court aforesaid then and there held came as well the said Henry Turner and Daniel Wbon as the said William Kirkwood by their said Attorneys, and the Jurors of which men now is above made being called. Certain of them came to wit: Roland Brown, William Price, James Foster, James Mop, William Cochran, Edward Welsh, Oliver Spencer, William Barland, Patrick Connelley, Mull Mc Cann, Bennett Truly, and James Gormly. who being impannelled Chosen tried and sworn well and Truly to inquire of damages &c. on their Oaths do say that the said William Kirkwood did promise and undertake in manner and form as the said Henry Turner and Daniel Wbon above have complained against him and they asept the damages of the said Henry Turner and Daniel Wbon on occasion of the premises besides their Costs and Charges by them about their suit in that behalf expended to two hundred and twenty dollars and eight and a fourth Cents. Therefore it is Considered by the Court here that the said Henry Turner and Daniel Wbon do recover against the said William Kirkwood as well the said sum of two hundred and twenty dollars eight and a fourth Cents for their damages by the Jurors aforesaid in form aforesaid asept as also the sum of seven ten dollars and ten Cents for their said Costs and Charges by them expended in and about prosecuting their said suit in that behalf by the said Court now here adjudged to the said Henry Turner and Daniel Wbon with their Apent. which said damages Costs and Charges Amount in the whole to two hundred and thirty seven dollars and nineteen Cents. And the said William Kirkwood in Murey and so forth.

Thomas Ewing vs. James Moore Moore.

Pleas before the Honorable Peter Bryan Brum, David Kerr and Thomas Madney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four.

Be it remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three Thomas Ewing by Lyman Harding his Attorney brought into the Court aforesaid his Bill against James Moore and Robert Moore in Custody of the Sheriff of Adams County in the district of Adams, of a plea of trespass on the Case, and there are pledges of prosecution to wit John Doe and Richd Roe, which said Bill follows in these words to wit: Adams district ss. Superior Court of Law November Term 1803. Thomas Ewing Complain of James Moore and Robert Moore in Custody &c. of a plea of Trespass on the Case. For that whereas the said James Moore and Robert Moore on the sixth day of January in the year of our Lord one thousand eight hundred and One at Natchez in the district of Adams aforesaid made the

Certain Note in Writing Commonly Called a promissory Note, with their own proper hands there to Subscribed, bearing date on the day and year last mentioned, and then and there delivered the said Note to one James Barr, by which said Note the said James Moore and Robert Moore promised to pay, or Cause to be paid to the said James Barr his heirs Executors or Administrators, or Order, on or before the twenty eighth day of October, then next ensuing, the date of said Note the full and full sum of four thousand three hundred and twenty five dollars and nine cents lawful money of the United States, for Value received, and the said James Barr to whom or to whose Order the payment of the said sum of money contained in said Note was to be made, and before the payment of the said sum of money mentioned in said Note or of any part thereof, and also before the time appointed by the said Note for the payment thereof, to wit on the day and year aforesaid at Natchez aforesaid in the district aforesaid indorsed the said Note, his own proper hand writing being there to Subscribed and by that indorsement the said James Barr appointed the contents of said Note to be paid to the said Thomas Ewing, and then and there delivered said Note so indorsed to the said Thomas Ewing, of which said indorsement so made as aforesaid the said James Moore and Robert Moore afterwards testified on the day and year aforesaid at the district aforesaid then and there had notice, by reason whereof and by force of the Statute in such case made and provided, the said James Moore and Robert Moore, became liable to pay to the said Thomas Ewing the said sum of money contained in said Note, according to the tenor and effect of said Note and of said indorsement so made thereon as aforesaid, and being so liable the said James Moore and Robert Moore in consideration thereof afterwards testified on the day and year aforesaid at Natchez aforesaid, in the district aforesaid, undertook and then and there faithfully promised the said Thomas Ewing to pay him the said sum of money contained in said Note, according to the tenor and effect of said Note, and of said indorsement so made thereon as aforesaid. And whereas also the said James Moore and Robert Moore afterwards testified on the thirty first day of January, in the year of our Lord one thousand eight hundred and three, at the district aforesaid, were indebted to the said Thomas Ewing, in the further sum of two thousand five hundred and twenty seven dollars, and eighty nine cents for divers goods wares and Merchandizes, by the said Thomas Ewing, and at the special instance and request of the said James Moore and Robert Moore, before that time sold and delivered to them, and being so indebted the said James Moore and Robert Moore, afterwards testified on the day and year last mentioned at the district aforesaid, undertook and then and there faithfully promised the said Thomas Ewing to pay him the said last mentioned sum of money when they the said James Moore and Robert Moore should be afterwards thereto required. And whereas also afterwards testified on the day and year last mentioned at the district aforesaid, in consideration that the said Thomas Ewing, had at the like special instance and request of the said James Moore and Robert Moore, before that time sold and delivered to the said James Moore and Robert Moore, divers other goods wares and Merchandizes, they the said James Moore and Robert Moore then and there undertook and faithfully promised the said Thomas Ewing to pay him so much money, as the said goods wares and Merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof when they the said James Moore and Robert Moore should be afterwards thereto required. And the said Thomas Ewing, avers that the said goods wares and Merchandizes last mentioned were reasonably worth other two thousand five hundred and twenty seven dollars and eighty nine cents, at the time of the sale and delivery thereof being at the district aforesaid, whereof the said James Moore and Robert Moore then and there had notice. Now therefore the said James Moore and Robert Moore

their several promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid several sum of money or any part thereof to the aforesaid Thomas Ewing, have not yet paid, nor has either of them done it / all to pay the same the said James Moore and Robert Moore, by the said Thomas Ewing have been often required, but to pay the same to him the said James Moore and Robert Moore have hitherto altogether refused and still do refuse to pay the same to the said Thomas Ewing to his damage ten thousand dollars and thereupon he brings suit &c.

And the said Defendants by their Attorney Seth Lewis come and defend the same and injury when &c. and say that the said Thomas ought not to have or maintain his action aforesaid against them, because they say that they did not assume in manner and form as the said Plaintiff above in his declaration hath alleged against them and of this they put themselves upon the Country - And the Plaintiff doth the like

Afterwards to wit at a Superior Court of Law held at Starchez in and for the district of Adams on the third monday in November in the year of our Lord one thousand eight hundred and three this cause was legally continued.

Afterwards to wit at a Superior Court of Law held at Starchez in and for the district of Adams on the first monday in February in the year of our Lord one thousand eight hundred and four this cause was legally continued.

Afterwards it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two Good and lawful men of his County, and the Sheriff of Melhinson County in the district of Adams and Territory aforesaid do Summon ten Good and lawful men of his County, according to the directions of the Act of the General Assembly in such Case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law held at Starchez in and for the district of Adams on the first monday in August in the year of our Lord One thousand eight hundred and four. By whom and so forth, who neither can or do forth, to recognize and so forth, Because as well and so forth. The same day is given to the parties aforesaid there, and so forth. At which day, to wit before the Judges of the Territory aforesaid at the Court aforesaid then and thither, came as well the said Thomas Ewing as the said James Moore and Robert Moore, by their Attornies aforesaid, and the Jurors of which mention is above made being called Certain of them came to wit, Roland Brown, William Price, James Foster, James Mop, William Cochran, Edward Welch, Oliver Spencer, William Barland Patrick Connelley, Muel McAnn, Beninet Truly, and James Formley, who being impannelled Chosen tried & Sworn to speak the truth concerning the matters within contained, say upon their Oaths, that the said James Moore and Robert Moore did promise and assume in manner and form as the said Thomas Ewing above in his declaration hath alleged against them, and that the said Thomas Ewing hath sustained damages on occasion of the premises besides his costs and Charges by him about his suit in that behalf expended to two thousand six hundred and thirty one dollars and thirty three Cents. Therefore it is Considered by the Court here that the said Thomas Ewing do recover against the said James Moore and Robert Moore, as well the said sum of two thousand six hundred and thirty one dollars thirty three Cents for his damages aforesaid by the Jurors aforesaid ascertained in form aforesaid, as also the sum of nineteen dollars and twenty five Cents for his said costs and Charges by him Expended in and about the prosecuting his said suit in that behalf by the said Court now here adjudged to the said Thomas Ewing with his apent, which said damages costs and Charges Amount in the whole to two thousand six hundred and fifty dollars and fifty eight Cents, and the said James Moore and Robert Moore in mercy and so forth.

John Odum vs Robert Moore

Hears before the Honorable Peter Bryan (Jury David Kerr and the
Rodney Esquires Judges in and Over the Mississippi Territory, at a
Court of Law held at Natchez in and for the District of Adams on the
first Monday in August Eighteen hundred and four.

Be it Remembered that heretofore to wit at a Superior Court of Law held at Natchez in
and for the District of Adams on the third Monday in November in the year of our
Lord One thousand eight hundred and three John Odum by Samuel S. Baker his At-
torney came into the Court aforesaid and brought into the same his Bill against Robert
Moore in Custody of the Sheriff of Adams County in the District of Adams of a
trespass on the Case, and there are pledges of prosecution to wit John Doan and
Richard Roe which said Bill follows in these words to wit— District of Adams
Superior Court of Law November Term 1803. John Odum Complainant of Robert
Moore in Custody of a fine of trespass on the Case, For that whereas the said
Robert Moore on the fifth day of April in the year of our Lord One thousand eight
hundred and three in the District of Adams aforesaid, made his certain
promise to the said John Odum a promissory Note with his proper hand and true Subscrip-
tion bearing date the said day of April and therein mentioned, and then and there delivered the
said Note to the said John Odum, by which said Note the said Robert Moore
promised to pay to the said John Odum or his Order in all the month of December then
next ensuing the sum of the said Note the sum of Four hundred and fifty Dollars law-
ful money of the United States for value Received. By reason whereof the said Robert
Moore became liable to pay to the said John Odum the said sum of money contain-
ed in said Note according to the true and intent of said Note, and being so liable the said
Robert Moore in consideration thereof afterwards to wit on the day and year last men-
tioned at Natchez aforesaid in the District aforesaid, undertook, and there and there
faithfully promised the said John Odum to pay him the said sum of money contain-
ed in said Note according to the true and intent of said Note. Nevertheless the
said Robert Moore his promise and undertaking aforesaid in form aforesaid made
not in the least Regarding the aforesaid sum of money or any part thereof to the
aforesaid John Odum hath not yet, altho he pay the same the said Robert Moore
by the said John Odum hath been often required; but he pay the same to him the said
Robert Moore hath hitherto altogether refused and still doth refuse to pay the same to
the said John Odum, to his damage Nine hundred dollars, and thereupon he brings
suit, &c. — And the said Robert by his Attorney Seth Lewis Comes and defends the force
and injury when &c. and saith that the said John ought not to have or maintain his
Action aforesaid against him, because he saith he did not assume upon himself in
manner and form as the said John above in his Declaration hath alleged against
him, and of this he puts himself upon the Country— And the Plaintiff doth the like.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District
of Adams on the third Monday in November in the year of our Lord One thousand
Eight hundred and three this Cause was legally continued—

Afterwards to wit at a Superior Court of Law held at Natchez in and for the Dis-
trict of Adams on the first Monday in February in the year of our Lord One thousand
Eight hundred and four, this Cause was legally continued—

And now at this day, to wit at a Superior Court of Law held at Natchez
in and for the District of Adams on the first Monday in August in the year

one thousand eight hundred and four, came as well the said John Adam as the said Robert Moore by their said Attorneys, and the said Robert Moore relinquishing the plea by him above pleaded says, that he cannot deny the action of the said John Adam, nor but that the said Robert Moore did promise and undertake in manner and form as the said John Adam above in his declaration hath alleged against him, nor but that he the said Robert Moore owes to the said John Adam the sum of Four hundred and twenty five dollars, Besides his costs and charges by him about his suit in that behalf expended, Therefore it is considered by the Court here that the said John Adam do recover against the said Robert Moore as well the said sum of Four hundred and twenty five dollars his damages aforesaid, in form aforesaid Confessed, as also the sum of seven teen dollars for his said costs and charges by him expended in and about the prosecuting his said suit in that behalf by the said Court now here adjudged to the said John Adam with his apert, which said damages costs and charges amount in the whole to Four hundred and forty two dollars and the said Robert Moore in mercy and so forth—

Abraham Walsh for Sarah Waters and William Smith

Pleas before the Honorable Peter Bryan Brinn David Kerr and Thomas Rodney Esquiers Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of our Lord one thousand Eight hundred and four.

Be it Remembered that heretofore to wit, at a Superior Court of Law held at Natchez in and for the district of Adams, on the first Monday in August in the year of our Lord one thousand Eight hundred and four, Abraham Walsh by Lyman Harding his Attorney came into the Court aforesaid, and brought into the same his bill against Sarah Waters and William Smith in Custody of the Sheriff of Adams County in the District of Adams of a plea of trespass on the Case, and there are pledges of prosecution to wit John Roe and Richard Roe, which said Bill follows in these words to wit: Adams District of Superior Court August Term 1804. Abraham Walsh complains of Sarah Waters and William Smith in Custody &c. that they owe to him the full and just sum of Six hundred Dollars, which to him they owe and from him unjustly detain. In that whereas the said Sarah Waters, and William Smith, on the twelfth day of June, in the year of our Lord one thousand Eight hundred and three at the district of Adams aforesaid, by their certain writing obligatory, sealed with their Seals and to the Court now here shown the date whereof is the same day and year aforesaid, promised to pay to the said Abraham Walsh his certain Attorney, his Heirs Executors and Administrators and assigns the full and just sum of Six hundred Dollars, on or before the first day of April then next ensuing the date of said Writing Obligatory, for Value Received— Yet the said Sarah Waters and William Smith altho often requested have not yet paid the aforesaid sum of money, or any part thereof to the aforesaid Abraham Walsh nor has either of them done it, but have hitherto altogether Refused and still refuse to pay the same to the said Abraham Walsh to his damage three hundred Dollars and thereupon he brings suit &c.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord one thousand Eight hundred and four, came the said Abraham Walsh by his said Attorney, and the said, and the said Sarah Waters and William Smith altho solemnly Called came not to answer neither did they say any thing in bar or by conclusion of the said Action of the said Action of the said Abraham Walsh, whereby the said Abraham Walsh Remains therein undefended against the said Sarah Waters and William Smith. Therefore it is considered that the said Abraham Walsh

do recover against the said Sarah Maters and William Smith as well the said debt of six hundred dollars in the said Declaration of the said Abraham Match mentioned, is also the sum of twenty one dollars and ninety five Cents for his Costs and Charges by him about his Suit in that behalf expended. by the said Court now here adjudged to the said Abraham Match with his apent which said debt and Costs amount in the whole to six hundred and twenty one dollars and ninety five Cents. and the said Sarah Maters & William Smith in many de-

Moses Crist. vs William B Smith

Meas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the Year of Our Lord One thousand Eight hundred and four.

Be it Remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and three Moses Crist by Lyman Harding his Attorney brought into the Court aforesaid his bill against William B Smith in Custody of the Sheriff of Adams County, in the District of Adams of a plea of Debt. and there are pledges of prosecution to wit John Doe and Richard Roe. which said Bill follows in these words to wit: Adams District of Superior Court of Law June Term 1803. Moses Crist. Complains of William B Smith in Custody &c. of a plea that he render to him the sum of two hundred and fifty One Dollars two bits (equal in Value to two hundred and fifty one dollars and twenty five Cents, which to him he Justly owes and from him unjustly detains. For that whereas the said William B Smith on the twenty Eighth day of April in the year of Our Lord One thousand Eight hundred and two at the district of Adams aforesaid, by his certain writing obligatory Sealed with his Seal and to the Court now here Shown the date whereof is the same day and year aforesaid, promised to pay to the said Moses Crist or order on or before the first day of January then next ensuing the date of said Writing Obligatory the sum of Two hundred and fifty one dollars and two bits / equal in Value to two hundred and fifty one Dollars and twenty five Cents, for twenty hundred and ten pounds of Bacon at one bit / equal in Value to twelve and one half Cents / per pound Yet the said William B Smith altho often requested has not paid the aforesaid sum of money or any part thereof to the aforesaid Moses Crist, but has hitherto altogether refused, and still refuses to pay the same to the said Moses Crist to his Damage one hundred Dollars and thereupon he brings Suit &c.

And the said William B. Smith by James Malacca his Attorney Comes and Craves Oyer of the Writing Obligatory in his said Declaration mentioned. which being Read to him as follows to wit: I promise to pay unto Moses Crist or order the sum of Two hundred and fifty one Dollars two bits. for twenty pounds of Bacon at one bit per pound to be paid on or before the first day of January next ensuing, as Witness my hand and Seal this 28th day of April 1803.

Witness present - B. Rich -

Wm B Smith

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord one thousand Eight hundred and three this Cause was legally Continued.

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord -

one thousand eight hundred and three this Cause was legally Continued.

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and four this Cause was legally Continued.

And now at this day Court, at a Superior Court of Law, held at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four, Came the said Mons Christ by his said Attorney, and the said William B. Smith altho solemnly Called Came not to answer nor did he say any thing in bar or preclusion of the said Action of the said Mons Christ whereby the said Mons Christ remains therein undefended against the said William B. Smith. There fore it is Considered by the Court here that the said Mons Christ do Remove against the said William B. Smith as well the said sum of Two hundred and fifty one Dollars and twenty five Cents the debt aforesaid in the said Declaration mentioned, as also the sum of Dollars and Cents for his Costs and Charges by him about his Suit in that behalf expended, by the said Court now here agreed go to the said Mons Christ with his Apent, which said damages Costs and Charges amount in the whole to two hundred and Dollars and Cents and the said William B. Smith in mercy and so forth—

Patrick Connelley vs John Shackler

Pleas before the Honorable Peter Bryan Bruin, David Kerr and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord one thousand eight hundred and four.

Be it Remembered that here to fore Court, on the Second Monday in October in the year of our Lord one thousand eight hundred and three before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the district of Adams the Justices of the County Court of the County of Adams transmit to the Superior Court aforesaid the Record and proceedings of a plea which was lately depending before them in the County aforesaid between Patrick Connelley Plaintiff and John Shackler Defendant. and wherein the said County Court gave ~~an Appeal~~ by consent of the parties aforesaid unto the Superior Court of Law aforesaid &c. The tenor of which said Record and proceedings is in form following, to wit: Mississippi Territory Adams County &c: Pleas before Samuel Brooks and Otho his Associates Esquires Justices of the County Court for the County of Adams at the Court House there of in the Town of Natchez on Saturday the fifteenth day of October 1803. and in the 2nd year of American Independence—

Be it Remembered that heretofore Court at a Court held for said County on Monday the seventh day of June 1802. Patrick Connelley by Samuel Mahon his Attorney Comes into Court and brings into the same his bill against John Shackler being in Custody &c. of a plea of trespass on the Case &c. which said Bill hath for Pleas of prosecution John Doe and Richard Roe, and is in the following words, to wit: John Shackler late of said County, yeoman, is attached to answer Patrick Connelley of a plea of trespass on the Case &c. whereupon the said Patrick complains that whereas the said on the twenty sixth day of August in the year of our Lord one thousand eight hundred and One was indebted to the said Patrick in the sum of two hundred and fifty Eight dollars, for divers goods meat drink and lodging, by the said Patrick before that time sold and delivered to the said John, and at his special Request and Request, and being so indebted he the said John wilous violation thereof afterwards Court at the same day and year aforesaid at the County aforesaid, undertook and faithfully promised the said Patrick to pay him the said last mentioned sum of money when he the said John should be thereto afterwards requested—

And whereas afterwards, to wit on the same day and year aforesaid at the County
 aforesaid, in consideration that the said Patrick, at the like instance and request of
 the said John, had before that time sold and delivered to the said John down other
 goods meat drink and lodging, he the said John then and there undertook and
 faithfully promised the said Patrick to pay him so much money as he reasonably
 deserved to have for the same when he the said John should be there to afterwards,
 requested, and the said Patrick avers that he reasonably deserves to have for the
 same other two hundred and fifty eight dollars of like lawful money to wit at
 the County aforesaid, where of the said John afterwards to wit on the same day
 and year aforesaid then had notice. And whereas the said John afterwards to wit
 on the same day and year aforesaid at the County aforesaid was indebted to the
 said Patrick in other two hundred and fifty eight dollars for money by him
 before that time lent and advanced to the said John and at his special
 instance and request, and being so indebted he the said John in consideration
 thereof afterwards to wit on the same day and year aforesaid at the County
 aforesaid, undertook and faithfully promised the said Patrick to pay him the said
 last mentioned sum of money when he the said John should be afterwards, re-
 quested. And whereas the said John afterwards to wit on the same day and year aforesaid
 at the County aforesaid was indebted to the said Patrick in other two hundred and
 fifty eight dollars, money as aforesaid, for money by the said John had and received
 before that time of the said Patrick to the use of the said Patrick, and being so
 indebted he the said John in consideration thereof afterwards to wit on the same day
 and year aforesaid at the County aforesaid undertook and faithfully promised the said
 Patrick to pay him the said last mentioned sum of money when he the said John
 should be there to afterwards, requested. Yet the said John not regarding his several
 promises and undertakings so by him made in this behalf as aforesaid, but
 contriving, and fraudulently intending, craftily and subtilly to deceive and defraud
 the said Patrick in this behalf, he hath not paid the several sums of money or
 any part thereof to the said Patrick, altho so to do he the said John was requested
 by the said Patrick afterwards to wit on the same day and year aforesaid and after
 afterwards to wit at the County aforesaid, but he to do this hath hitherto wholly refused,
 and still refuses so to do to the damage of the said Patrick of five hundred dollars
 and therefore he brings suit &c. And afterwards to wit on the same day, aforesaid
 the Defendant by D. M. Prigazal his Attorney comes &c. and defends &c. when &c. and saith
 he did not assume in manner and form as the Plaintiff hath alleged in his de-
 claration or any of the counts thereof and of this he puts himself upon the Country
 And the Plaintiff also - and according to the Statute in such case made and
 provided for further pleas saith the Plaintiff ought not to have or maintain his said
 action against him the said John, because he saith he fully paid and satisfied
 the said Patrick the several sums of money mentioned in the several counts of his
 declaration mentioned before the issuing of his the said Patrick's writ and this he is
 ready to verify, wherefore he prays Judgment whether the said Patrick ought to have or
 maintain his said action against him the said John - And the said Patrick
 saith that he ought not to be barred from having and maintaining his said action a-
 gainst the said John for any thing by the said John alleged in his said Plea above
 pleaded, for the said John hath not paid or satisfied the said Patrick any of the

Sworn Summons mentioned in his Declaration as he hath alleged and this he prays may be enquired of by the Country - and the Defendant doth the like -

Afterwards Court at a County Court Continued and held for said County at the Court House thereof on Monday the fourth day of October in the year last aforesaid this Cause was legally Continued -

Afterwards Court at a County Court Continued and held for said County at the Court House thereof on Monday the Sixth day of June one thousand Eight hundred and three this Cause was legally Continued -

And now at this day Court on the same day and year first aforesaid unto which time this Cause was Continued came the said Parties by their said Attorneys, and thereupon came a Jury Court: Nathan Surry, James West, Gideon Hopkins, John Coles, George Killian, John Armstrong, Archibald Evans, Christian Harman, Moses Moore, John Barry, Moses Kiddy and Mattie Mc Clelland, who being selected tried and sworn the truth to speak on the Issues joined. Retired to Consider of their Verdict, and after some time Returning and Reported they could not agree, whereupon by Consent of the parties and with the assent of the Court, Moses Moore one of the Jurors aforesaid, was withdrawn and the Rest of the Jurors from Rendering, their Verdict are discharged - And it is agreed by the parties that this Cause be taken to the Superior Court as on an Appeal and there entered at the next Term, and that Commencement may be issued by the Clerk of the said Superior Court at any time here after to such Commissioner or Commissioners as he may appoint to take the depositions of absent Witnesses on Interrogatories The party applying for such depositions giving the Opposite party ten days notice of the time of appearing thereof together with a Copy of his Interrogatories -

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of our Lord one thousand Eight hundred and three this Cause was legally Continued.

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of our Lord one thousand Eight hundred and four this Cause was legally Continued -

And now at this day Court at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of our Lord one thousand Eight hundred and four came the said Defendant and offered himself against the said Plaintiff in the plea aforesaid and the said Plaintiff at the solemnly Called Came not to answer nor did he say anything, in bar or preclusion of the plea aforesaid. Whereupon does he further prosecute his said suit against the said Defendant. Therefore it is Considered by the Court here that the said Plaintiff take nothing by his said suit, but that for his false Claims be in mercy, &c. and that the said Defendant do go thereof without day &c. And it is also further Considered by the Court here that the said Defendant do Recover against the said Plaintiff, the sum of four teen Dollars and ninety Cents for his Costs and Charges in and about his defence in that behalf expended, by the said Court now here adjudged to the said Defendant with his Costs, and that the said Defendant have Execution there of -

Daniel Clark vs. Enoch Maurice Stackpole

Pleas before the Honorable Peter Bryan Bruin, David Kerr and Thomas Rodney Esquiers Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of our Lord one thousand Eight hundred &c.
Be it Remembered that heretofore Court at a Court of Common Pleas holden in and for the County of Adams at the August Term of said Court in the year

of Our Lord one thousand Eight hundred and one Daniel Clark by Lyman
Harding his Attorney brought into the Court aforesaid his bill against Abelling
Woolley and George Cochran Executors of the last will and Testament of Maurice
Stackpole deceased in Custody of the Sheriff of Adams County, of a plea of
traverse on the case, and there are pledges of prosecution to wit, John Doe and Richard
Roe which said Bill follows in these words to wit: Adams County, S. Court of
Common Pleas August Term 1881. Daniel Clark Complainant of Abelling Woolley
and George Cochran Executors of the last Will and Testament of Maurice Stack-
pole deceased in Custody, &c. of a plea of traverse on the case For that whereas the
said Maurice Stackpole in his life time to wit on the Eighteenth day of August
in the year of Our Lord One thousand Eight hundred and one at Statchey in the County
of Adams aforesaid, made his certain note in writing commonly called a promissory
note with his proper hand thereto subscribed, bearing date on the day and
year last mentioned, and then and there in the life time of the said Maurice
Stackpole delivered the said note to the said Daniel Clark by which said note the
said Maurice Stackpole in his life time promised to pay to the said Daniel Clark
on the first day of June then next ensuing, Two thousand one hundred and twenty
four Dollars for Value Received by the said Maurice in his life time. By reason
whereof the said Maurice Stackpole in his life time became liable to pay to the said
Daniel Clark the said sum of money contained in said note according to the tenor
and effect of said note, and being so liable the said Maurice Stackpole in
consideration thereof afterwards to wit on the day and year last mentioned at
Statchey aforesaid in the County aforesaid, and in the life time of the said Maurice
Stackpole undertook and then and there faithfully promised the said Daniel Clark
to pay him the said sum of money contained in said note, according to the tenor and
effect of said note. Nevertheless the said Maurice Stackpole in his life time and
the said Abelling Woolley and George Cochran since the death of the said Maurice Stackpole
the promise and undertaking aforesaid in form aforesaid made, not in the least
regarding the aforesaid sum of money or any part thereof to the aforesaid Daniel Clark
have not yet paid nor have either of them done it, altho to pay the same the said
Maurice Stackpole in his life time, and the said Abelling Woolley and George Cochran
since the death of the said Maurice Stackpole by the said Daniel Clark have been
often required, but to pay the same to the said Daniel Clark the said Maurice
Stackpole in his life time and the said Abelling Woolley and George Cochran since the
death of the said Maurice Stackpole have hitherto altogether Refused, and the said
Abelling Woolley and George Cochran and each of them still do refuse to pay the
same to the said Daniel Clark, to his damage four thousand Dollars and thereupon
he brings suit &c. — Afterward to wit by virtue of a Statute of the General
Assembly of the Territory aforesaid in such cases made and provided, this cause
was transferred into the superior Court of Law held at Statchey in and for the
District of Adams on the third Monday in June in the year of Our Lord one
thousand Eight hundred and ~~two~~ — which cause was then legally continued
and the said Executors come and defend the wrong and
injury when and by James William their Attorney say that the said Plaintiff
ought not to have or maintain his action aforesaid against them because

They say, that they have fully Administered all the Goods and Chattels that were the said Maurice's estate
poles at the time of his death nor had they any at the time of the issuing the writ of the said
Plaintiff, nor at any time since, and this they are ready to verify, wherefore they pray and grieve
of the said Plaintiff ought to have or maintain his said action against them &c—
And the said Daniel Clark replies and says, that by any thing, before alleged he ought not
to be barred and precluded from having his action aforesaid thereon against the said Melting
Woolley and George Cochran, because he says that on the day of issuing the writ of the
said Daniel against them the said Melting and George to wit on the twenty eighth day of
June in the year of our Lord Eight hundred and One they had sundry goods and chattels
which belonged to the said Maurice at the time of his death to be administered whereby
they might have satisfied the said Daniel his damages aforesaid to wit at the County
of Adams aforesaid, and this he prays may be enquired of by the Court &c—

Afterwards to wit at a Superior Court of Law held at Natchez in and for
the district of Adams on the third Monday in November in the year of our Lord one
thousand Eight hundred and two this Cause was legally Continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the
district of Adams on the third Monday, in June in the year of Lord one thousand Eight
hundred and three this Cause was legally Continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the
district of Adams on the third Monday in November in the year of our Lord one
thousand Eight hundred and three this Cause was legally Continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for
the district of Adams on the first Monday in February in the year of our Lord one
thousand Eight hundred and four this Cause was legally Continued.

And now at this day to wit at a Superior Court of Law held at Natchez
in and for the District of Adams on the first Monday in August, in the year of
our Lord one thousand Eight hundred and four came the said Parties by their
said Attorneys, whereupon it is ordered by the Court here by the Consent of the said
Parties, that Judgment be entered for one hundred and thirteen dollars and fifty
Cents, besides the Costs and Charges by the said Daniel Clark in and about this Suit
in that behalf expended— And also for the sum of Two thousand one hundred and
twenty dollars and fifty Cents to be discharged out of a Petition that may accrue in future.
Therefore it is Considered by the Court here that the said Daniel Clark do recover
against the said Melting Woolley and George Cochran the said several Sums in
form aforesaid Confessed and also Seventeen dollars and thirty five Cents for his said
Costs and Charges by him expended in and about the prosecuting his said Suit in that
behalf by the said Court now here adjudged to the said Daniel Clark with his apportion
And the said Melting Woolley and George Cochran in mercy and so forth—